

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, March 3, 2025

7:00 p.m.

MEETING # 5305

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIENCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

VISITORS (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, February 17, 2025.
2. Appropriation, Ordinance No. 5, March 3, 2025.
3. Cereal Malt Beverage License:
 - a. Corner Market 118, 609 S. 2nd Avenue.
 - b. Corner Market 117, 2615 E. Trail Street.
 - c. Tacos Jalisco, 412 E Wyatt Earp Blvd.
4. Approve Extension Letter for the CDBG Revive Block Grant Program.
5. Approval of Contract for Water Service for 908 Minneola Rd. Stapleton Investments, LLC.

ORDINANCES & RESOLUTIONS

Ordinance No. 3826: An Ordinance Annexing to the City of Dodge City the Described Property, in Accordance with K.S.A. 12-520 and All Amendments Thereto. Report by Report by Nathan Littrell, Planning & Zoning Administrator.

Resolution No: 2025-08: A Resolution of the Kansas Department of Transportation (KDOT) Designating the City Connecting Links in State Highway System. Report by Ray Slattery, Director of Engineering.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of the Kansas Department of Transportation (KDOT) Agreement to Receive Financial Assistance to Construct Improvements to the Red Demon Drive and US 50 Highway Intersection. Report by Tanner Rutschman, City Engineer.
2. Approve the Professional Services Agreement for a Traffic Impact Study (TIS) on US 56 & US 283 Adjacent to City Property for Highway Improvements Related to Development. Report by Ray Slattery, Director of Engineering.
3. Approval to Replat M2R Addition zoned C-2 Residential Low Density to sell a Portion of the Property. Report by Nathan Littrell, Planning & Zoning Administrator.
4. Approval to Purchase Two Forklifts to Assist with Duties at Various City Sites. Report by Kevin Israel, Director of Facilities.
5. Approval of the Bid for the Replacement of the Roof at the Dodge City Fire Department. Report by Kevin Israel, Director of Facilities.
6. Approval of Proposal for the Rust Treatment and Seal Coating of the Roof at the Dodge City Crofts Air Service Building. Report by Kevin Israel, Director of Facilities.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers
806 N. 2nd Avenue, Dodge City, KS
Monday, February 17, 2025
6:00 p.m.

Public is welcome although seats are limited for social distancing; or you can view as follows:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity
2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

The meeting will be archived on both sites to be viewed after the live video has ended.

CALL OR ORDER

ROLL CALL Mayor Jeff Reinert, Commissioners Daniel Pogue, Chuck Taylor present, Commissioner Rick Sowers. Michael Burns reported absent.

WORK SESSION

Information Technology/Court Department and Finance Department Update Presentations

Ryan Reid, Director of Administration gave updates and a presentation on Information Technology and Court Departments. He spoke about the Software upgrades, purchases, safety programs, risk management. He also spoke and gave a presentation on tickets and revenues on municipal court department.

Nicole May, Finance Director gave an update and a presentation on Finance Department. She spoke on the 2025 budget book that was submitted to the GFOA (Government Finance Officers Association). This is our first year submitting to them. They will review it and if it meets their standards, we will get an award of recognition. Thanked Roxana for all her help with this.

She spoke on the utility rates for 2025, utility revenues, court tickets and revenues that showed comparison to prior years up to 2024. Also spoke on taxes collected.

ADJOURNMENT

Commissioner Daniel Pogue made a motion to adjourn the meeting. Commissioner Chuck Taylor seconded the motion. The motion carried 4 - 0.

ATTEST:

Mayor

City Clerk

CITY COMMISSION MEETING AGENDA MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, February 17, 2025

7:00 p.m.

MEETING # 5304

CALL TO ORDER

ROLL CALL Mayor Jeff Reinert, Commissioners Daniel Pogue, Chuck Taylor, Rick Sowers present. Commissioner Michael Burns reported absent.

INVOCATION BY

PLEDGE OF ALLEGIENCE

APPROVAL OF AGENDA

Commissioner Daniel Pogue made a motion to accept the agenda as presented. Commissioner Chuck Taylor seconded the motion. The motion carried 4 - 0.

PETITIONS & PROCLAMATIONS

Mayor Jeff Reinert read the Las Madres Day Proclamation and proclaimed February 19, 2025 as Las Madres Day in Dodge City and encouraged all residents to reflect on the significant contributions of these women, celebrate their legacy, and attend the book event at the Legacy Center to honor this remarkable work by Dennis Raphael Garcia.

Dennis Raphael Garcia author of Las Madres thanked the commission for the opportunity to speak about his book expressed his appreciation for the action and to knowledge to recognize the effort of those women and families, thanked for the proclamation. Also wanted to recognize what the men from the village did for the Sante Fe Railroad. It improved and accelerated the progress of Dodge City.

Dennis invited the commission to the signing event on Wednesday, February 19th at 6:00 pm at the Legacy Center here in Dodge City.

VISITORS (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, February 3, 2025.
2. Appropriation, Ordinance No. 4, February 17, 2025.
3. Cereal Malt Beverage License:
 - a. Yardley's Flying J., 2524 E. Wyatt Earp Blvd.

Commissioner Rick Sowers made a motion to accept the consent calendar as presented. Commissioner Daniel Pogue seconded the motion. The motion carried 4 - 0.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve staff's recommendation to adopt Gardner Designs Concept A as the logo for Wright Park and Wright Park Zoo. Commissioner Daniel Pogue seconded the motion. The motion carried 4 - 0.
2. Commissioner Chuck Taylor moved to approve the bid from Building Solutions, LLC in the amount of \$2,383,508.10 (\$1,433,768.10 Street & \$949,740.00 Water) to complete reconstruction of asphalt streets and replacement of water mains within the city of Dodge City. Commissioner Rick Sowers seconded the motion. The motion carried 4 - 0.
3. Commissioner Daniel Pogue moved to approve Change Order #1 from MJE, LLC in the amount of \$56,996 to regrade, seed, and mulch the northeast drain from Trail Street to the river as part of the Levee Improvements (Erosion Repairs) Project. Commissioner Rick Sowers seconded the motion. The motion carried 4 - 0.
4. Commissioner Rick Sowers moved to approve the Agreement with KDOT (Kansas Department of Transportation) for the overlay of US 56/283 Intersection and Trail Street. Commissioner Chuck Taylor seconded the motion. The motion carried 4 - 0.
5. Commissioner Rick Sowers moved to approve to purchase one thousand six hundred (1,600) Neptune water meters from Municipal Supply in the amount of \$581,137.51. Commissioner Daniel Pogue seconded the motion. The motion carried 4 - 0.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

At 7:47 pm. Commissioner Daniel Pogue moved that the City Commissioner recess into executive session pursuant to the exception found in K.S.A. 75-4319(b)(6). The justification for closing the meeting is to hold preliminary discussion of the acquisition of real property. The open meeting will resume in the City Commission chamber in 20 minutes at 8:15 pm. The meeting will include Commissioners Jeff Reinert, Daniel Pogue, Rick Sowers, Chuck Taylor, City Manager, Nick Hernandez, City Attorney, Paige Gilmore, City Engineer, Ray Slattery. The commission will not take action upon returning to open session and prior to adjournment. Commissioner Sowers seconded the motion.

The open meeting reconvened to regular session at 8:12 pm.

ADJOURNMENT

Commissioner Chuck Taylor made a motion to adjourn the meeting,
Commissioner Daniel Pogue seconded the motion. Motion carried 4 - 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: City Manager, City Commissioners
From: Rocio Montiel, Housing & Special Projects Coordinator
Date: March 3rd, 2025
Subject: CDBG Extension Request Approval
Agenda Item: Consent Calendar

Recommendation: Staff recommends approving the attached grant extension request letter for the CDBG Revive the Block program to allow for the completion of the remaining approved projects in a timely and effective manner.

Background: On August 16, 2021, the City of Dodge City approved Resolution 2021-20, authorizing the application for Community Development Block Grant assistance. The Kansas Department of Commerce approved the City's project application for \$300,000 in funding. Since receiving these funds, we have successfully completed nine housing projects in the targeted neighborhood, with three additional homes in progress. Our current deadline to complete the grant is March 15th, 2025. Extending the deadline by three months (until June 15, 2025) will ensure that the 3 homes we have in progress are properly completed.

Justification: Housing continues to be a critical challenge in Dodge City and Ford County. The City of Dodge City recognizes the importance of strategic rehabilitation efforts and housing conservation to strengthen home values and improve living conditions in aging neighborhoods.

Financial Considerations: None at this time.

Purpose/Mission: To provide adequate housing opportunities to support present and future growth in Dodge City.

Legal Considerations: None.

Attachments: CDBG Extension Request Letter to Kansas Department of Commerce – Tim Parks, and Contract Ammendment Request



March 3rd, 2025

Kansas Department of Commerce
1000 SW Jackson Street
Suite 100
Topeka, KS, 66612

Mr. Tim Parks,

The City of Dodge City would like to formally request a three month extension for the CDBG grant deadline, currently set for March 15th, 2025. This extension would allow us to successfully complete the final three approved housing projects under the grant.

Extending the deadline will allow us to complete these projects properly, ensuring quality workmanship and compliance with program standards. This additional time will also help facilitate smooth coordination with contractors and suppliers as we finalize the remaining work.

We greatly appreciate the awarded grant funds and the positive impact they have had in our community. Thank you for your time and consideration of our extension request. We look forward to your response.

Sincerely,

Nickolaus Hernandez
City Manager
City of Dodge City

INSTRUCTIONS: SUBMIT TO COMMERCE TWO ORIGINALLY SIGNED COPIES WITH COVER LETTER CONTAINING REASON(S) FOR REQUEST.

CONTRACT AMENDMENT/REQUEST # 3

Grantee Name: City of Dodge City Grant #: CDBG #22-HR-004
 Address, City, Zip: 806 N. 2nd Ave, Dodge City, KS, 67801

Date of Request: Monday, March 3, 2025 Check as Applicable:
 Contract Award Date: _____ Time Extension
 Current Completion Date: Saturday, March 15, 2025 Budget Amendment

If requesting time extension, indicate amount of time needed to complete the project and give explanation below. Additional 3 months needed. New completion date 06/15/2025

For budget change(s), enter each line item -- regardless of whether budget item changed or not. If approved, this new project budget will supersede any previous budget(s).

No.	Activity Item	Existing Grant Budget	Revised Grant Budget	% Change
TOTALS				

Explanation of Request (attach additional sheets, if needed):

The amendment shall become effective on Saturday, March 15, 2025. All other terms and conditions of the contract or any amendments thereto, shall remain unchanged. IN WITNESS WHEREOF, the parties hereto execute this agreement.

 Authorized Signature – Chief Elected Official

 Kansas Department of Commerce

 Typed Name and Title

 CDBG Program

 Date

 Date



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: March 3, 2025
Subject: Contract for Water Service for Stapleton Investments, L.L.C., 908 Minneola Rd.
Agenda Item: Consent Calendar

Purpose: Approve agreement to provide municipal water service to a property located outside the city limits.

Recommendation: Approve Agreement for Water Service.

Background: The City has allowed County Residents/Business/Property Owners located adjacent to a City waterline to connect a service line to the city main once the Agreement has been approved between the Resident/Business/Property Owner and the City. Jim and Tonya Lewis, owners of Lewis Family Partnership, are the owners of the property at 908 Minneola Rd. They have requested a city water service for the property.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: There is no expense to the City at this time. Lewis Family Partnership will be billed \$3,750 connection fee, the actual cost of installing the service, and fees associated with filing this agreement with the Register of Deeds.

Amount \$: N/A Fund:
 Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: This project aligns with the City's Core Value of Safety.

Attachments: Contract for Water Service and Map showing the property and service location.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services

AGREEMENT FOR WATER SERVICE

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as “City” and JTL Leasing FLP, hereinafter referred to as “Owner(s)”, and who are the record Owner(s) of the following described property, located in Ford County, Kansas: (Insert Legal Description below)

Description or Exhibit A

More commonly known as 908 Minneola Rd.; hereinafter referred to as “the premises”.

WHEREAS, at the present time the premises are located outside the corporation limits of the City, and

WHEREAS, at some point in the future it may be of benefit to the City and the Owners for the City to annex the premises into the corporate limits of the City, and

WHEREAS, in accordance with the provisions of K.S.A. 12-534 the City and Owners may agree that the City will provide access to municipal water services for the premises, even though the premises are not currently within the corporate limits of the City, and that said agreement may be conditional upon the Owners consent to annexation of the premises at a later date and such other terms and conditions as the City deems appropriate and necessary, and

WHEREAS, the Owners desire to have public water service provided to the premises described above, under the terms and conditions of this agreement, and, the City is willing to provide such water service under the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows: The City hereby agrees, that in its sole discretion, it will to either allow Owners access to City water system at its present location, or, that it will install, construct and maintain an extension of the City’s present public water system to a point selected by the City and allow the Owners to access such public water extension, all under the terms and conditions as set forth herein.

The Owners do hereby agree to accept public water service from a connection at such point as selected by the City and further agree to be responsible for and to pay all costs associated with the system extension and the accessing or tapping the City’s public water system at such point or location. Should the City elect not the extend the water main line to said premises at this time, the Owners understand and agree that Owners will be responsible to pay for any future costs associated with any future extension.

The Owners understand and agree that the size of the water lines and size of the tap will be determined by the City in accordance with its estimated needs of service to the Owners and Owners accept such service

Contract for Water Service

Page 2

with the knowledge and understanding that the City's ability to provide public water service is regulated by certain state agencies which have the legal right to regulate and restrict the City's ability to provide such public water services.

In addition, the Owners hereby agree that they shall not permit or allow any other persons to utilize the public water service as established by this agreement by attaching to such water lines which the Owners may install for service to the premises.

Owners further agree that they will pay public water rates as established by ordinance for residential & commercial customers of the City of Dodge City, as the same may be amended from time to time.

Owners on their own behalf or on behalf of their heirs, administrators, executors, personal representatives and successor owners do, by this agreement, petition the City to annex the premises as described above into the corporate city limits of the City of Dodge City. Owners agree that all determinations with regard to when such annexation shall take place shall be made by the governing body of the City and that Owners shall not withdraw this request for annexation. This request for annexation shall be binding on the present Owners and any successors in interest in and to the above-described property. At such time that annexation takes place, the Owners agree that all costs associated with providing the usual city services to the premises shall be paid for by said Owners.

Owners further agree that they will not assign any right, privilege or obligation which shall accrue to them by virtue of this agreement to any other person or entity except for a legal successor in title to the above-described premises, and any attempt to make such assignment to any other person or entity shall automatically terminate this agreement.

In the event Owners should fail to perform any actions or obligations incumbent upon them by virtue of this agreement and should such default or failure continue for a period of thirty (30) days after notice from the City of such failure or default, then the City may, at its option, terminate this agreement, terminate water services to the premises and no longer be required to provide such service and shall be released from any obligations under this agreement.

The Owners understand and agree that if the present City water system is to be extended that all costs associated with such extension of said public water system to provide such water service to the premises under this agreement and all costs associated with the tapping and connection to the system regardless of whether the system is extended or not, shall be paid by the Owners; that the estimated cost of providing such water service is approximately, \$ TBD which amount may be increased due to unforeseen circumstances or decreased due to actual costs of installation and which amount shall be paid by the Owner to the City in the following time and manner:

All tapping, meter and service line installation fees, along with the ~~\$2,500.00 (Residential)~~ **\$3,750.00 (Commercial) connection and all filing fees shall be paid once installation is complete and prior to the water service being turned on.**

The Owner further agrees that the Owner shall be responsible for and shall pay all costs associated with the installation, construction and continuing maintenance of the Owner's private water service line from the point of connection at the City's meter to the Owners point of use. The Owner shall construct and maintain said line in accordance with City ordinances and any and all state or federal regulations applicable to such service.

SPECIAL CONDITIONS:

All other water sources need to be disconnected to prevent cross contamination.

Contract for Water Service

Page 3

THIS AGREEMENT is binding on the parties hereto and any and all successors in interest in and to the above-described premises.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year noted below.

CITY OF DODGE CITY, KANSAS
A Municipal Corporation

By _____
Jeff Reinert, Mayor

ATTEST:

Connie Marquez, City Clerk

Dated this _____ day of _____, _____.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____, A.D. _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, **Jeff Reinert**, who acknowledged himself to be the **Mayor of the City of Dodge City, Kansas**, a corporation, and that he, as such Mayor and Connie Marquez, Clerk, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and such persons duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Appointment Expires:

Contract for Water Service

Page 4

By [Signature]
(Owner Signature)

(Owner Signature)

JTL Leasing FLP by
(Printed Owner Name)
Jim Lewis

(Printed Owner Name)

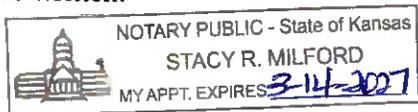
DATED this 14th day of January, 2025

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this 14th day of January, A.D. 2025 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jim Lewis

Who are personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.



[Signature]
Notary Public

My Appointment Expires: 3-14-2027



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: March 3, 2025
Subject: Annexation of Property
Agenda Item: Ordinance No. 3826

Purpose: This ordinance is for an annexation of property owned by the City of Dodge City.

Recommendation: It is City staff's recommendation to approve this annexation.

Background: This property is owned by the City of Dodge City and adjoins the City. This annexation meets the requirements established in K.S.A. 12-520. This annexation does not conflict with the City's Comprehensive Plan.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: None

Legal Considerations: None

Mission/Values: Approving this annexation ordinance will encourage and support growth and development in our community.

Attachments: Ordinance, Map

Approved for the Agenda by:

Josh Adams, Development Services Director

ORDINANCE NO. 3826

AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY THE DESCRIBED PROPERTY, IN ACCORDANCE WITH K.S.A. 12-520 AND ALL AMENDMENTS THERETO.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CIY, KANSAS:

SECTION 1: By the virtue of the authority granted by K.S.A. 12-520 and by one or more of the conditions listed therein being fulfilled, the following described real property located in Ford County, Kansas is hereby annexed to, and made part of the City of Dodge City:

A tract of land located in Section Twenty-eight (28), Township Twenty-six (26) South, Range Twenty-five (25) West of the Sixth Principal Meridian in Dodge City, Ford County, Kansas, more particularly described as follows:

Beginning at the Northeast Corner of Section 28, Township 26 South, Range 25 West; thence South $1^{\circ}03'06''$ West, along the East line of the Northeast Quarter (NE/4) of said Section 28, a distance of 1318.05 feet; Thence North $88^{\circ}57'43''$ West, along the North line of Greencrest Cemetery, filed in Book 197, Page 543 in the Register of Deeds Office in Ford County, Kansas and the North line of Glenridge Estates, a subdivision of land in Dodge City, Ford County, Kansas, a distance of 1326.64 feet; Thence North $27^{\circ}50'06''$ West, a distance of 1054.55 feet, to a point on the Easterly right-of-way line of U. S. Highway 50, as said Highway now exists; Thence North $35^{\circ}46'39''$ East, along said East right-of-way line, a distance of 488.14 feet, to a point on the North line of said Northeast Quarter (NE/4) section; Thence South $88^{\circ}43'18''$ East, along said North line, a distance of 1558.01 feet, to the Point of Beginning of the herein described tract of land. Less that part take for road right-of-way. Contains 49.03 acres more or less.

SECTION 2: The property will be designated R-S, Residential Suburban upon annexation.

SECTION 3: The City Clerk shall file a certified copy of this ordinance with the County Clerk and Register of Deeds of Ford County, pursuant to K.S.A 12-522.

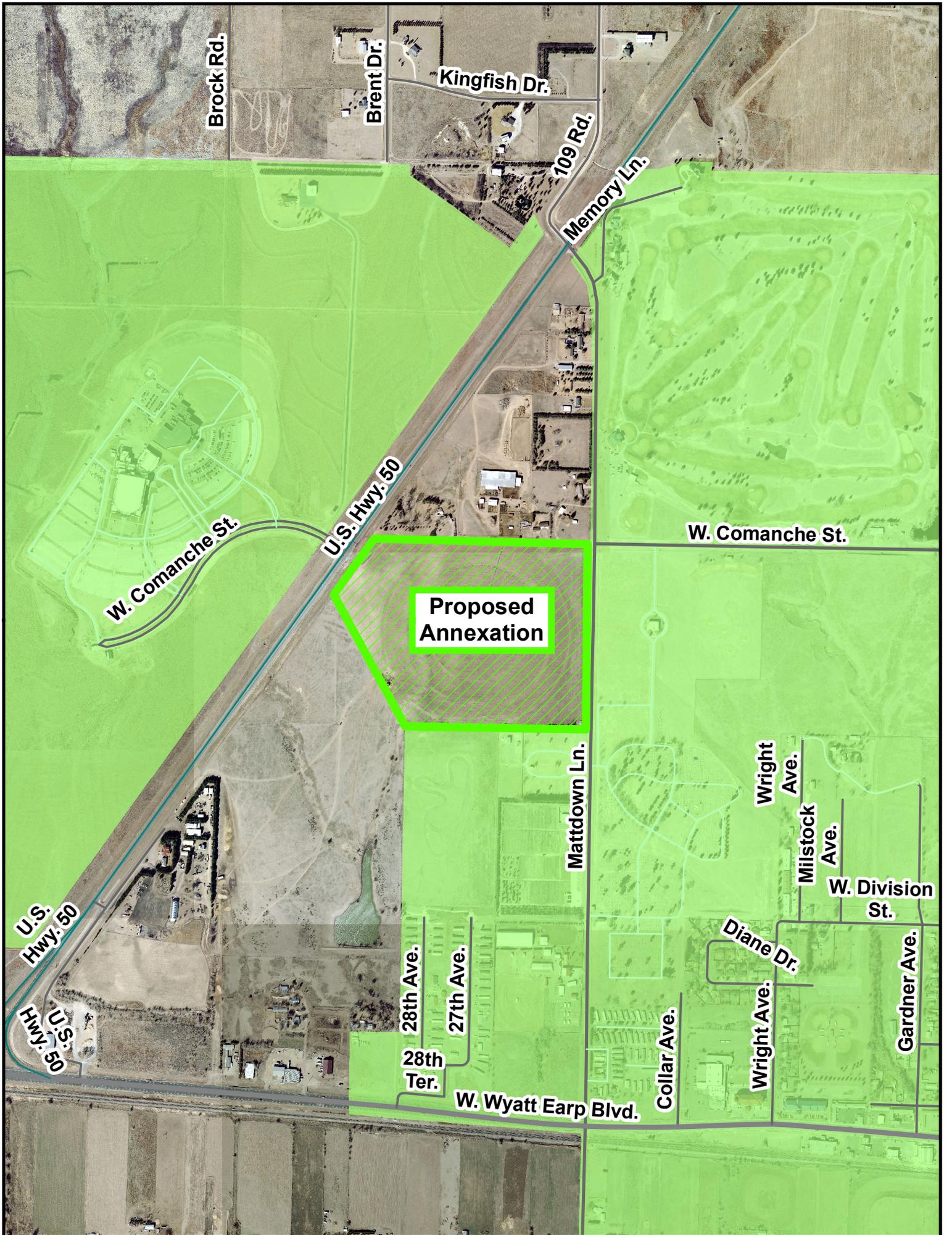
SECTION 4: This ordinance shall take effect, from and following its publication in the official City paper, as provided by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS THIRD OF FEBRUARY, 2025.

JEFF REINERT, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK



Brock Rd.

Brent Dr.

Kingfish Dr.

109 Rd.

Memory Ln.

W. Comanche St.

U.S. Hwy. 50

W. Comanche St.

Proposed Annexation

U.S. Hwy. 50

U.S. Hwy. 50

Mattdown Ln.

Wright Ave.

Ave.

Milstock Ave.

Ave.

W. Division St.

St.

Gardner Ave.

Diane Dr.

Wright Ave.

Collar Ave.

W. Wyatt Earp Blvd.

28th Ave.

27th Ave.

28th Ter.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: March 3, 2025

Subject: Approval of Resolutions 2025-08, Resolution Designating City Connecting Links and Payment for Connecting Links from KDOT to the City of Dodge City

Agenda Item: Ordinances and Resolutions

Purpose: To update the City Connecting Link Designation and Payment from KDOT to the City of Dodge City and send such Resolution to KDOT.

Recommendation: Approve Resolution 2025-08, Designation of City connecting Link Highways.

Background: Per Connecting Link Resolutions, KDOT sends quarterly payments to the City to maintain the Highways that run through the City Limits. KDOT has recently increased the payment amount from \$3,000 to \$5,000 per Traffic Lane Mile for these Connection Link Designated highways. For the City to receive the additional funding a new Resolution designating the City Connecting Links must be approved. The previous Resolution was approved in 2013. The following highway segments are considered Connecting Links for Dodge City.

- US 400 – From the intersection with US 56, southeast on Trail St. to the City Limits, Ranchwood Park Drive
- US 50 – From 0.002 miles west of the intersection with Red Demon Dr. (which is 0.505 miles west of the N. 14th Ave. intersection) to 0.023 miles east of the intersection with Ave. P.
- US 56 – From 0.218 miles south of the intersection with E. Trail St. to 0.0282 miles north of the intersection with Butter & Egg Rd. and from 0.083 miles south of the intersection with E. Wyatt Earp Blvd., along E. Wyatt Earp Blvd. to 0.033 miles east of the intersection of E. Wyatt Earp Blvd. and 113 Rd.

In all, there is 8.754 lane miles of highway within the City Limits. These highway sections are shown in red on page 4 of the resolution. The annual payment from KDOT to the City will be \$43,770.00. The City is responsible for the day-to-day maintenance of these highway sections like,

- Pavement Markings
- Trail System/Sidewalks
- Snow/Ice Removal
- Local Signage
- Traffic Signals and other Electronic Traffic Control Devices
- Mowing/Landscaping
- Maintenance of Drainage Ditches & Structures

The City can apply for projects through the CCLIP program for more extensive maintenance projects like mill & overlays, reconstruction, etc. which KDOT will partner in the cost of these projects.

City Commission Options:

1. Approve

- 2. Disapprove
- 3. Table for further discussion

Financial Considerations:

Amount \$: N/A

Fund: Goes into the Special Street Fund

Budgeted Expense Grant Bonds Other

Legal Considerations: N/A

Mission/Values: City's Core Values of Safety, Ongoing Improvement, and Working Towards Excellence.

Attachments: Resolution 2025-08

Approved for the Agenda by:



Name, Title

City of Dodge City Resolution 2025-08

KANSAS DEPARTMENT OF TRANSPORTATION
RESOLUTION

DISTRICT 6

DESIGNATING CITY CONNECTING LINKS IN STATE HIGHWAY SYSTEM

RESOLVED, by the Secretary of Transportation of the State of Kansas this day, 2/1/2025 that pursuant to the provisions of K.S.A. 68-406 and amendments thereto, the following described streets in the city of Dodge City, County of Ford be designated as connecting links in the State Highway System.

This resolution cancels and supersedes the previous resolution dated: JANUARY 13 2013

Route Number	Description	Lanes	Route Miles	Lane Miles
US-400	From intersection with US-56 HWY, heading southeast along E TRAIL ST, to intersection with RANCHWOOD ESTATES.	4	0.618	2.472
US-50	From 0.002 Miles W of intersection with LORETTA AVE (which is 0.505 Miles W of intersection with N 14TH AVE) to 0.023 Miles E of intersection with AVENUE P.	2	2.526	5.052
US-56	From 0.218 Miles S of intersection with E TRAIL ST to 0.282 Miles N of intersection with BUTTER AND EGG RD. From 0.083 Miles S of intersection with E WYATT EARP BLVD to intersection with E WYATT EARP BLVD. From intersection with 113 RD and heading east along E WYATT EARP BLVD to 0.033 Miles E of intersection with 113 RD.	2	0.615	1.230

RECOMMENDED: 
Chief of Transportation Planning

RECOMMENDED: _____
District Engineer

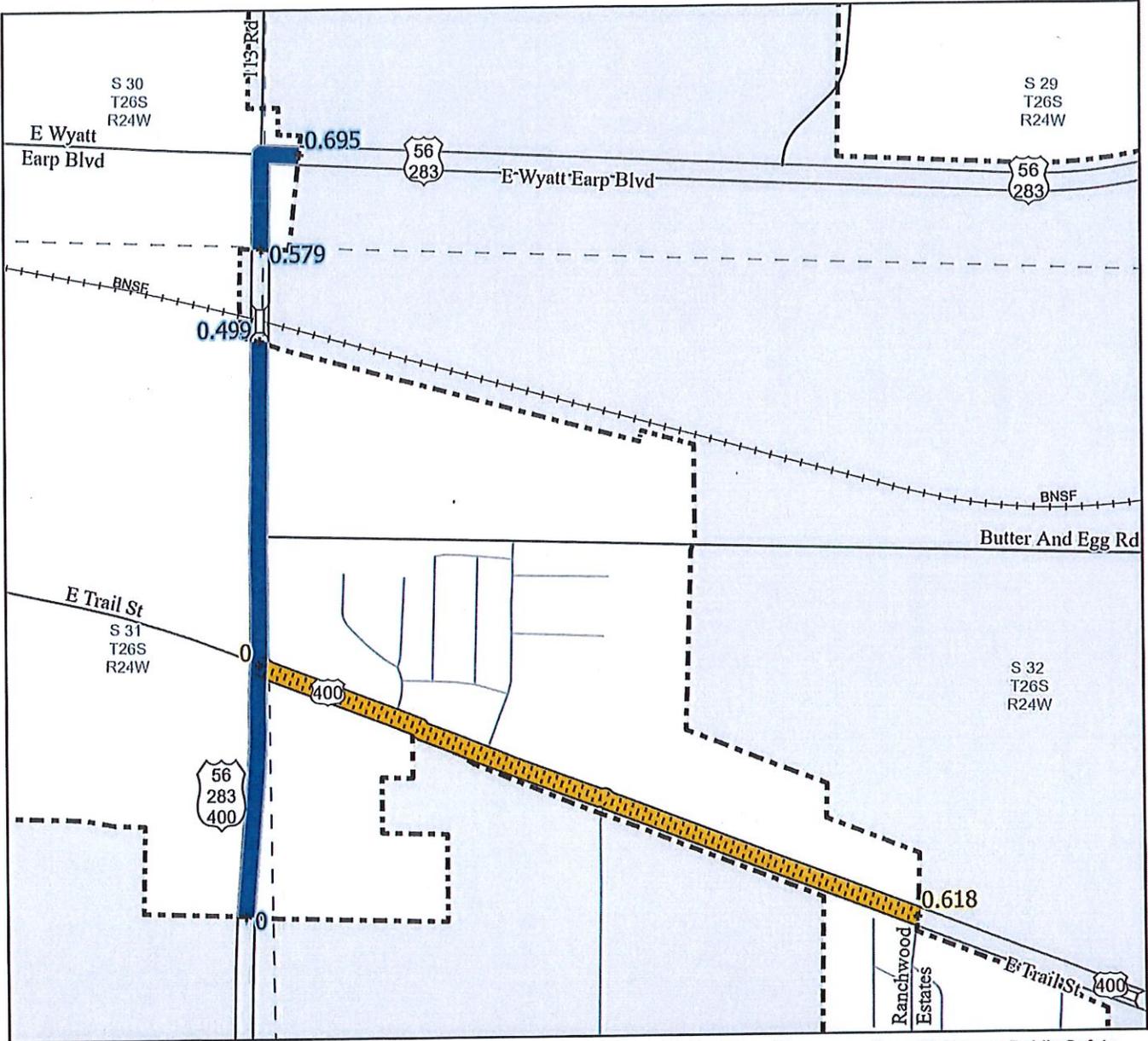
- DISTRIBUTION:
- Bureau of Fiscal Services
 - City
 - District Office
 - Bureau of Local Projects
 - Bureau of Maintenance
 - Bureau of Design
 - Bureau of Transportation Planning
 - Bureau of Transportation Safety & Technology
 - Area/Metro Engineer

Total Route Miles		3.759
Lane Miles		
Two Lane.....		6.282
Three Lane.....		
Four Lane.....		2.472
Five Lane.....		
Six Lane.....		
Seven Lane.....		
Eight Lane.....		
Nine Lane.....		
Ten Lane.....		
TOTAL LANE MILES		8.754

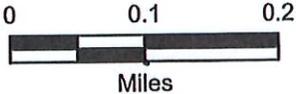
DODGE CITY

FORD COUNTY

T.26-27 S R.24-25 W



Kansas street centerlines and city limits are provided by the Kansas 911 Coordinating Council in cooperation with Kansas Public Safety Answering Points (PSAPs). The inclusion of this data adheres to Kansas NG911 GIS data usage agreements and terms.



- State Bridge
- Municipal Boundary
- Section



Lanes

- 2
- 4

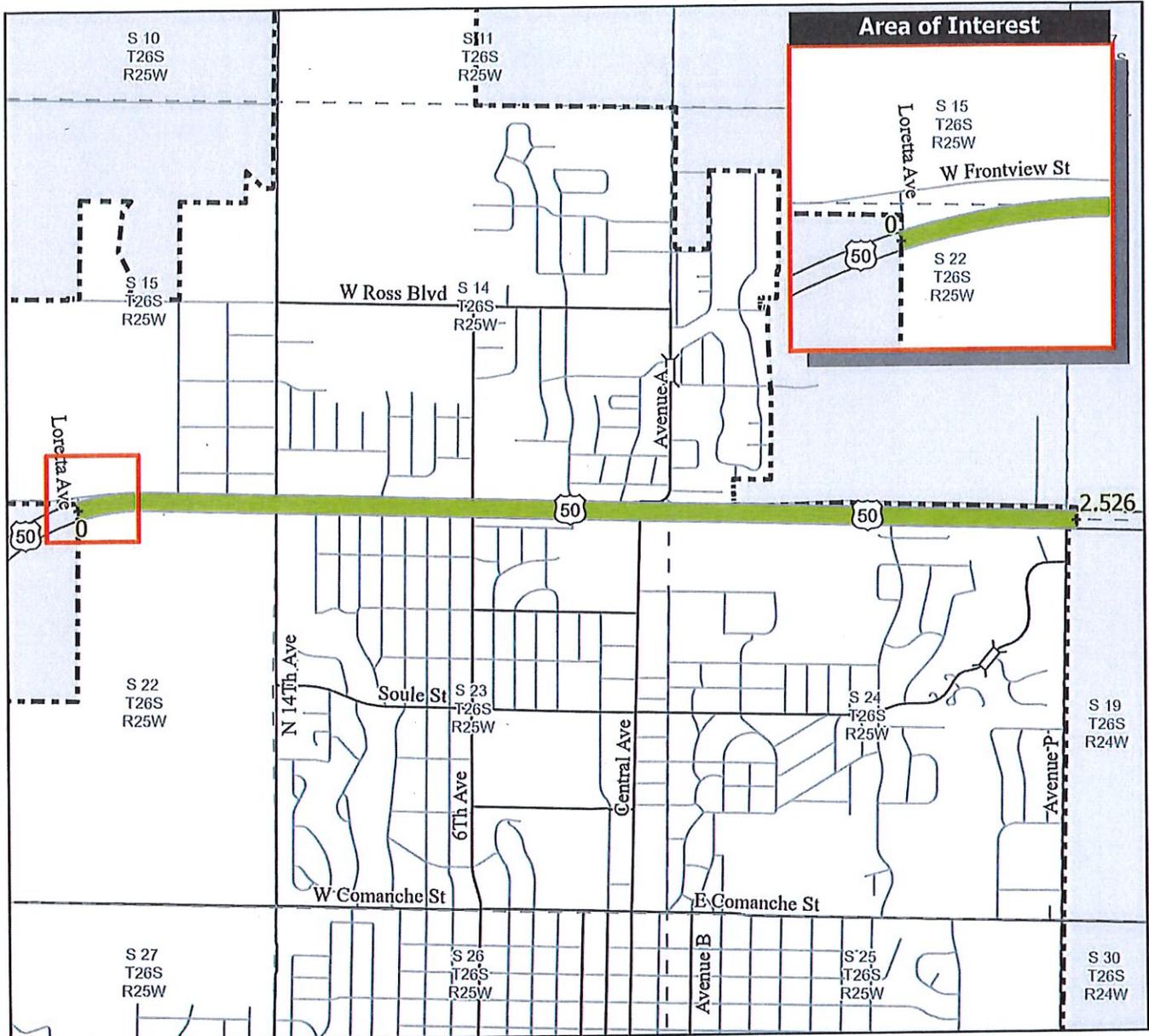
City Connecting Link Mileage

- U.S. 56.....0.615
- U.S. 400.....0.618

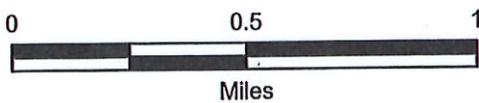
DODGE CITY

FORD COUNTY

T.26-27 S R.24-25 W



Kansas street centerlines and city limits are provided by the Kansas 911 Coordinating Council in cooperation with Kansas Public Safety Answering Points (PSAPs). The inclusion of this data adheres to Kansas NG911 GIS data usage agreements and terms.



- State Bridge
- Municipal Boundary
- Section



Lanes

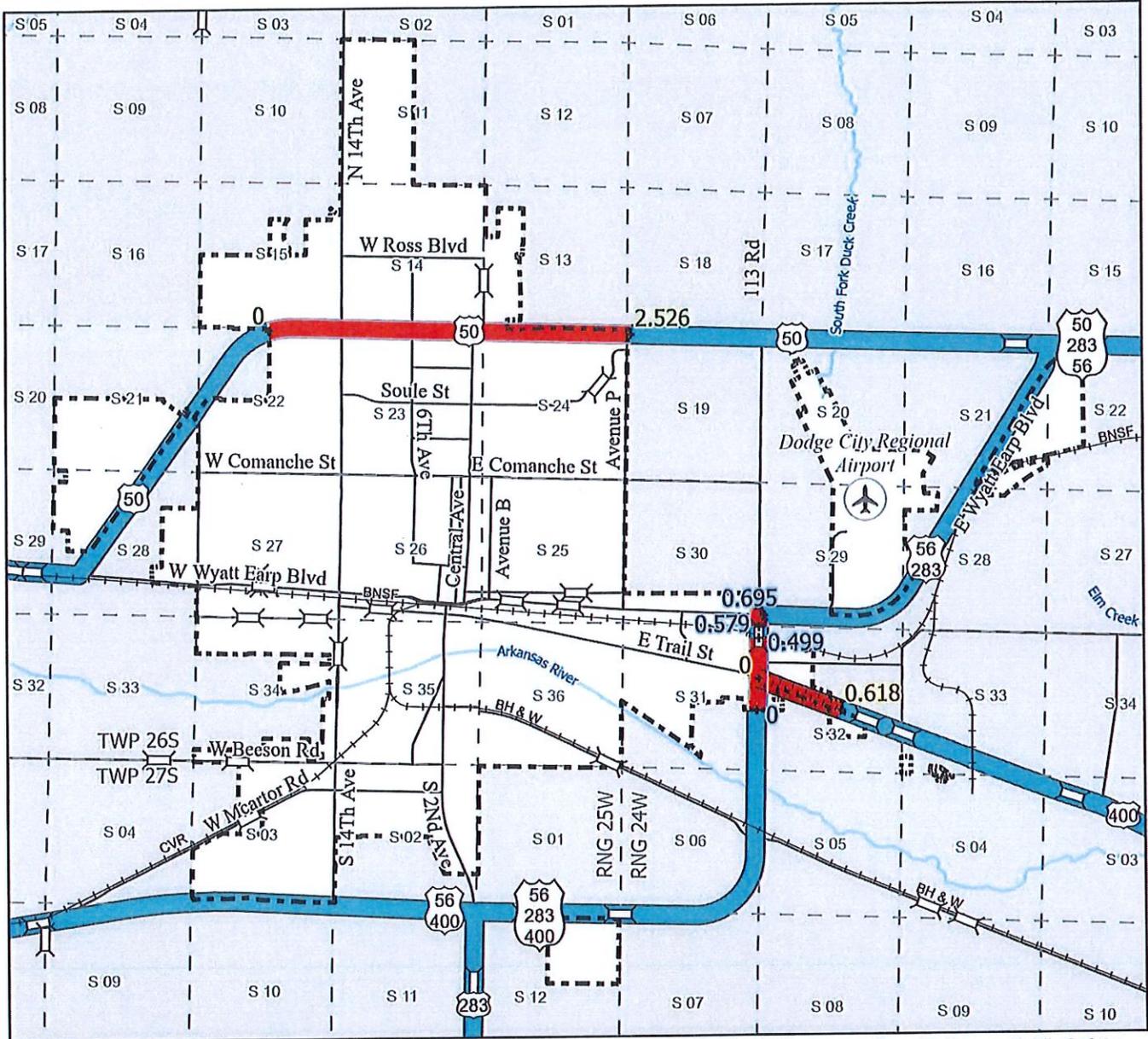
— 2

City Connecting Link Mileage

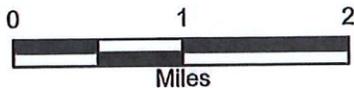
U.S. 50.....2.526

DODGE CITY MAINTENANCE SKETCH FORD COUNTY

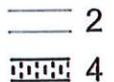
T.26-27 S R.24-25 W



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Lanes

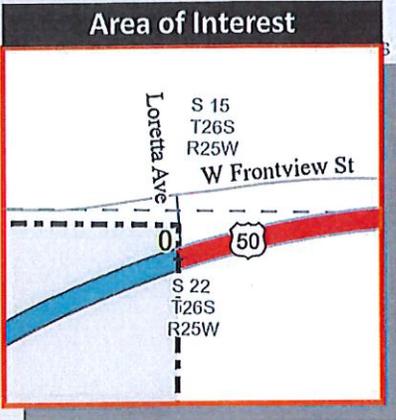
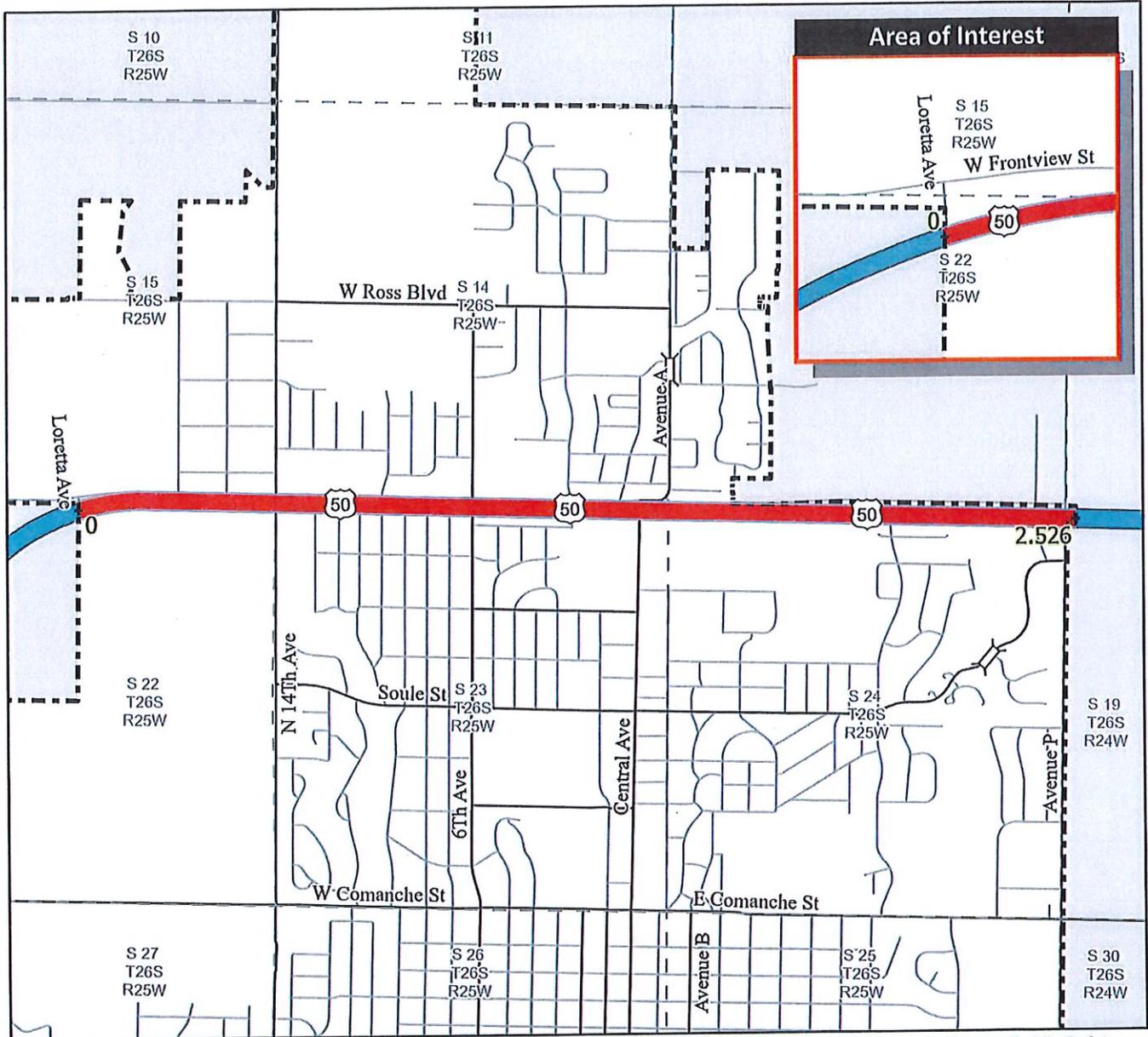


- State Bridge
- Municipal Boundary
- Section
- Maintenance Responsibility**
- State of Kansas (KDOT)
- City

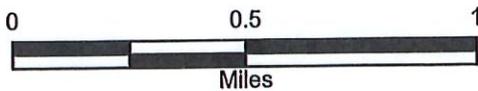
DODGE CITY MAINTENANCE SKETCH

FORD COUNTY

T.26-27 S R.24-25 W



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Lanes

— 2

- State Bridge
- Municipal Boundary
- Section



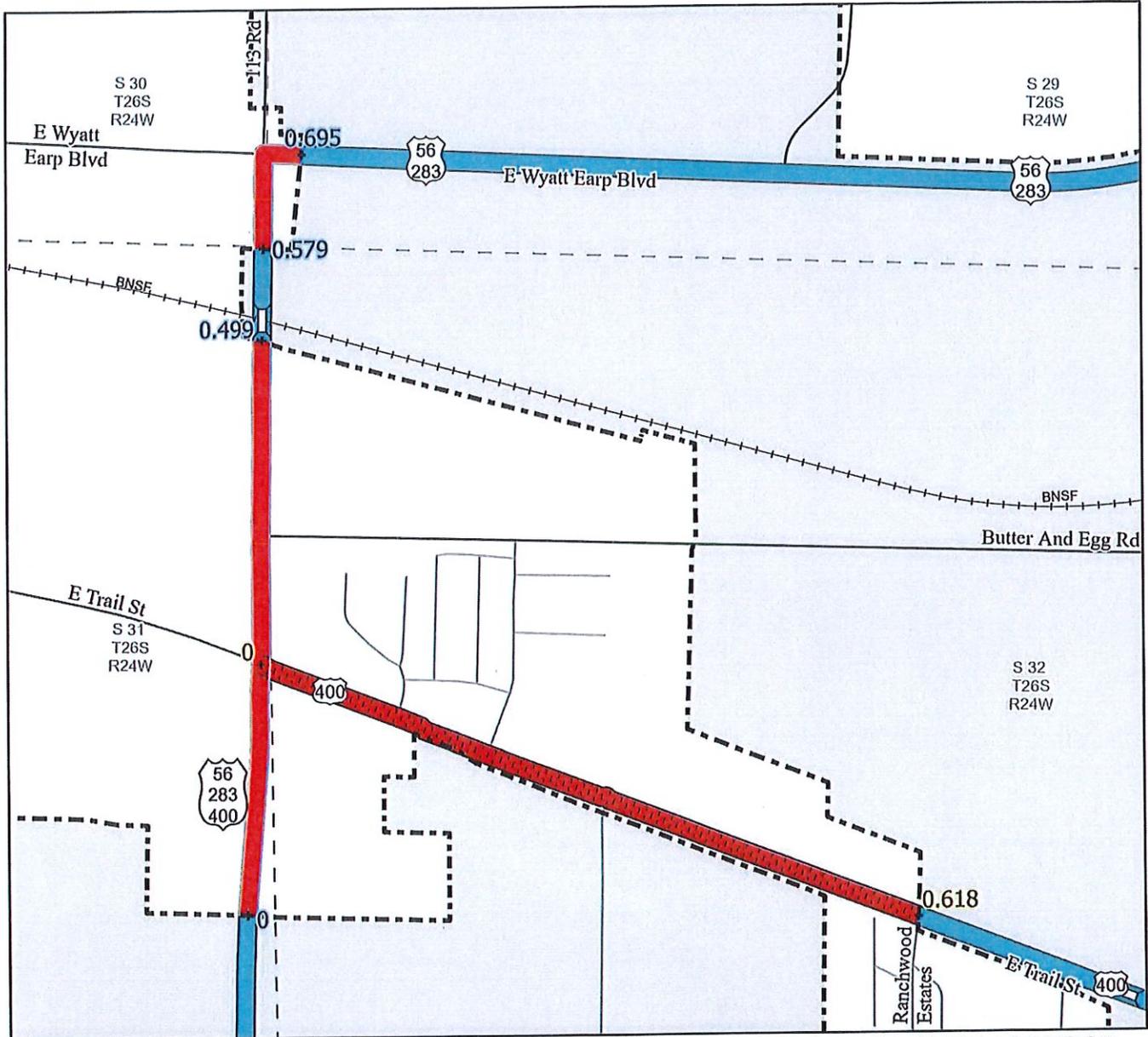
Maintenance Responsibility

- State of Kansas (KDOT)
- City

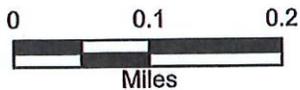
DODGE CITY MAINTENANCE SKETCH

FORD COUNTY

T.26-27 S R.24-25 W



Kansas street centerlines and city limits are provided by the Kansas 911 Coordinating Council in cooperation with Kansas Public Safety Answering Points (PSAPs). The inclusion of this data adheres to Kansas NG911 GIS data usage agreements and terms.



Lanes

— 2

▨ 4

⌘ State Bridge

⋮ Municipal Boundary

⌈ Section

Maintenance Responsibility

■ State of Kansas (KDOT)

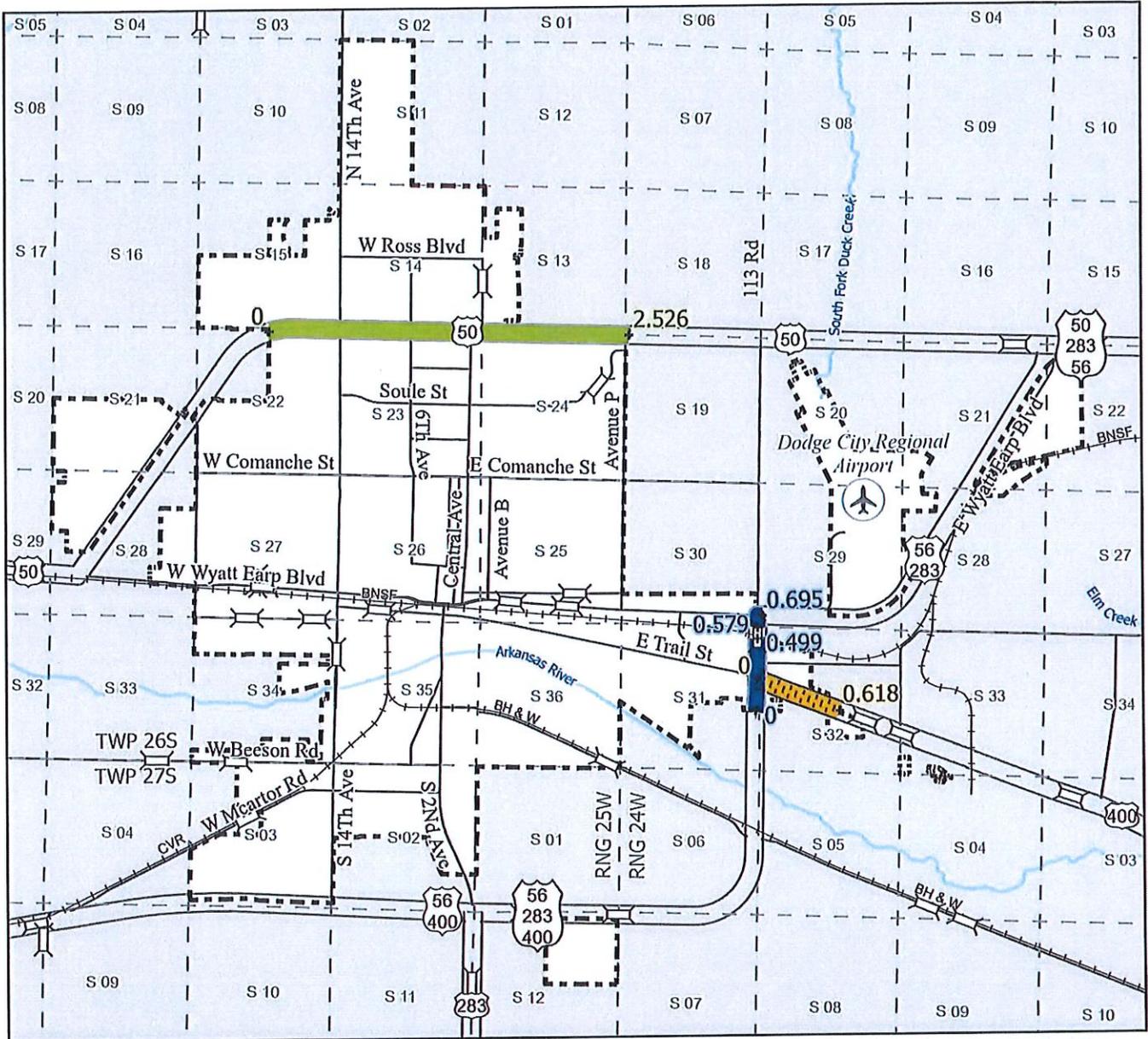
■ City



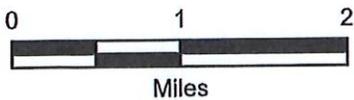
DODGE CITY

FORD COUNTY

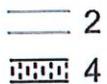
T.26-27 S R.24-25 W



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Lanes



- State Bridge
- Municipal Boundary
- Section



City Connecting Link Mileage

- U.S. 50.....2.526
- U.S. 56.....0.618
- U.S. 400.....0.618

KANSAS DEPARTMENT OF TRANSPORTATION

District No. 06

City Dodge City

County Ford-029

COMPUTATION OF CITY CONNECTING LINK PAYMENT TO CITY -- Select --

Total Lane Miles 8.754

Total Lane Miles maintained by Secretary of Transportation pursuant to City Connection Link Maintenance Agreement No. 06-170-1 0.000

Total Lane Miles maintained by Secretary of Transportation pursuant to Maintenance Agreement for Fully Access Controlled City Connection Link No. _____

Total Lane Miles maintained by City 8.754

The attached map(s) indicate maintenance responsibility.

Pursuant to the provision of K.S.A. 68-416, and amendments thereto, the city shall be paid quarterly for the maintenance of city connecting links on the following basis:

Total Lane Miles	<u>8.754</u>	
At <u>\$ 5,000.00</u> per Traffic Lane Mile =	<u>\$ 43,770.00</u>
Total Annual Payment	<u>\$ 43,770.00</u>
Quarterly Payment	<u>\$ 10,942.50</u>
Effective Date will be	<u>02/01/2025</u>	

RECOMMENDED:

_____ District Engineer

_____ Date

APPROVED:

SECRETARY OF TRANSPORTATION

By: _____

_____ Date

Title: _____

Distribution:

- Bureau of Fiscal Services (Original)
- Bureau of Maintenance
- District Office
- Area /Metro Engineer
- City

Email Notification:

- Bureau of Transportation Planning
- Bureau of Traffic Engineering
- Bureau of Local Projects
- Bureau of Design

**KANSAS DEPARTMENT OF TRANSPORTATION
CITY CONNECTING LINK MAINTENANCE AGREEMENT
(Kansas Department of Transportation Maintains Designated Routes)**

This Agreement is made between the Secretary of Transportation of the State of Kansas, hereinafter referred to as Secretary, and the City of Dodge City, Kansas, hereinafter referred to as City.

1. In accordance with the provisions of K.S.A. 68-416 and agreements thereto including all documents attached and incorporated herein, the Secretary agrees to maintain the following described streets designated as city connecting links on the State highway system, in lieu of payment to the City.

Route Number	DESCRIPTION	Number of Lanes	*Route Miles	*Lane Miles
U400	US400 inside the City Limits of Dodge City will be maintained by the City of Dodge City as outlined in this agreement and for which they will receive payments.			0.000
U050	US50 inside the City Limits of Dodge City will be maintained by the City of Dodge City as outlined in this agreement and for which they will receive payments.			0.000
U056	US56 inside the City Limits of Dodge City will be maintained by the City of Dodge City as outlined in this agreement and for which they will receive payments.			0.000
				0.000
				0.000
				0.000
				0.000
				0.000

*In computing net mileage where routes overlap, use mileage of one route only.		Total Route Miles	0.000
Distribution: Bureau of Fiscal Services (Original) Bureau of Maintenance District Office Area Engineer Metro Engineer City	Email Notification: Bureau of Road Design Bureau of Local Projects Bureau of Traffic Engineering Bureau of Transportation Planning	Two Lane	0.000
		Three Lane	0.000
		Four Lane	0.000
		Five Lane	0.000
		Six Lane	0.000
		Seven Lane	0.000
		Eight Lane	0.000
		TOTAL	0.000
Note - Available on Internet			

CITY CONNECTING LINK MAINTENANCE AGREEMENT

2. City shall be responsible for the following:

- 2.1 Installation and maintenance of parking meters, pavement and pavement markings for parking lanes.
- 2.2 Maintenance of sidewalks and ramps except on structures.
- 2.3 Snow removal on all sidewalks, including sidewalks on structures.
- 2.4 Installation and maintenance of street illumination systems.
- 2.5 Maintenance of electronic traffic control devices, (i.e. traffic signal, school speed limit sign assemblies, and other).
- 2.6 Maintenance of enclosed lengths of storm drainage systems and associated inlets.
- 2.7 Snow removal where parking is permitted.
- 2.8 Signs and marking for pedestrian and school crosswalks.
- 2.9 Local directional signs, street signs, parking/no parking signs.
- 2.10 Mowing.
- 2.11 Maintenance of open ditches.
- 2.12 Maintenance of entrance and side street drainage structures and surfacing of entrances and side streets.
- 2.13 Maintenance of curb and gutter.
- 2.14 City streets and pavement that is outside of the city connecting link travel way (turning lanes, curb/radius return or area outside of the travel way) defined by an extension of the edge of the city connecting link travel way (white edge line, or front face of curb and gutter) through the intersection.
- 2.15 Additional Maintenance

No Additional Maintenance Items

Will maintain pedestrian/bicycle path that is located on KDOT US50 right-of-way and all landscaping (shrubs, flowers etc.), benches and trash receptacles placed along the pedestrian/bicycle path along US50. City is also responsible to maintain all ROW fencing.

- 3. Maintenance obligations under this agreement do not include major bridge repair for which the SECRETARY and the CITY may enter into a separate agreement. Major bridge repair shall mean:
 - 3.1 Major Deck Repair
 - 3.2 Girder Repair
 - 3.3 Abutment Repair
 - 3.4 Pier Repair
 - 3.5 Bridge Painting
- 4. This City Connecting Link Maintenance Agreement shall be in addition to the most recent Maintenance Agreement for Full Access Controlled City Connecting Links, if there is such an agreement, pursuant to K.S.A. 68-416a and shall supersede and terminate any previously existing City Connecting Link Maintenance Agreement.
- 5. This Agreement may be terminated by execution of a new City Connecting Link Maintenance Agreement.
- 6. This Agreement may be supplemented, amended or modified only by mutual written agreement of the parties.
- 7. By entering into this Agreement, the SECRETARY does not waive or alter rights granted by any statute or agreement with the CITY to approve the installation of traffic control devices, entrances and parking lanes, or any other right granted by statute or agreement concerning the city connecting links covered by this Agreement.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: March 3, 2025
Subject: KDOT Agreement for US 50 Hwy & Red Demon Dr. Intersection, 029 KA-7606-01, ST 2011
Agenda Item: New Business

Purpose: This as a FY27 funding agreement with the Kansas Department of Transportation (KDOT) to improve the intersection of Red Demon Dr. and US 50 Highway. With this agreement, the City will confirm the acceptance of the project with KDOT.

Recommendation: Approve the agreement with KDOT to receive financial assistance in the amount of \$1.5 million to construct improvements to the Red Demon Dr. and US 50 Hwy intersection.

Background: In March of last year, the City submitted a Geometric Improvement (GI) application to KDOT under their City Connecting Link Improvement Program (CCLIP). The project consists of widening US 50 Hwy at Red Demon Dr. with dedicated turn lanes and a traffic signal. The project also includes the addition of a dedicated right-turn lane for eastbound traffic at 14th Ave. These improvements were included in the High School Area Transportation Study to provide a second access point to the High School. KDOT selected our project for the program which includes a cost share of up to \$1.5 million. The cost estimate for the participating improvements equals \$3.5 million. The estimate for the overall cost, which includes design, inspection, utility relocation & other non-participating costs, is about \$5.0 million.

Current Schedule:

- Complete Plans - 11/7/2025
- Let Project – 1Q26
- Complete Construction – January 2027

We will be applying for funding to improve the 14th Ave. and US-50 Hwy intersection through the CCLIP in March for FY28 funding. Modifications will be necessary at this intersection to improve operations due to the altered traffic patterns from the Red Demon Dr. project. The recommended improvements include widening of US-50 to four lanes from Red Demon Dr. to 14th Ave, provide dual left turn-lanes for both northbound and westbound traffic at 14th Ave., adding a northbound right turn-lane at 14th Ave, and traffic signal improvements. The intention would be to roll right into this project following the Red Demon Dr. project.

City Commission Options:

1. Approve Bid
2. Disapprove Bid
3. Table for further discussion

Financial Considerations:

Amount \$: 5,000,000.00 (Reimbursement of \$1.5 million)

Funds: Street Sales Tax Fund & GOB

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving the agreement with KDOT, the City will enter into the agreement, and be responsible to adhere to the requirements of the agreement.

Mission/Values: Approving this agreement aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: The KDOT agreement and the KDOT Program Packet which includes the project schedule.

Approved for the Agenda by:

A handwritten signature in blue ink that reads "Ray Slattery, PE". The signature is written in a cursive style.

Ray Slattery, Dir. Of Engineering Services

PROJECT NO. 029 KA-7606-01
CCLIP (GI) PROJECT
CMS CONTRACT NO. _____
CITY OF DODGE CITY, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Dodge City, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The City has applied for and the Secretary has approved a City Connecting Link Improvement Program (CCLIP) Project under the program category of Geometric Improvement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of City Connecting Links of the State Highway System through the City.
- C. The City desires to construct a street Project on US-50, a City Connecting Link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of state and local funds.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **“City Connecting Link Improvement Program” or “CCLIP”** means a program that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000.

- a. The CCLIP consists of three program categories that each target specific types of improvements:
 - i. **"Surface Preservation" or "SP"** means a project intended to address deficiencies in or extend the life of the driving surface. Project scopes may consist of overlay, mill and overlay, pavement patching, joint repair, seals, or similar surface maintenance work. Parking lanes may be included.
 - ii. **"Pavement Restoration" or "PR"** means a project intended to address deficiencies in the road surface that are too extensive or expensive to be addressed by the measures under the (SP) category. Actions under this category could include full-depth pavement replacement of the entire driving surface or extensive pavement rehabilitation. Other related improvements, such as curb and gutter repair/replacement, storm sewer, parking lanes, or sidewalk construction may be included.
 - iii. **"Geometric Improvements" or "GI"** means a project intended to address a safety, capacity, or operational need that can be addressed by changing the roadway geometrics. Examples of projects under this category include, but are not limited to, intersection reconstruction to reduce encroachments over the curb from off-tracking of turning trucks; addition or extension of turn lanes; widening of the roadway to accommodate larger vehicles; or sight distance improvements.
- b. The maximum dollars and eligible costs that KDOT will provide for an individual project in each program category is as follows:
 - i. SP = \$400,000
 - ii. PR = \$1,500,000
 - iii. GI = \$1,500,000
- c. Eligible costs that KDOT will provide for an individual project in each category is as follows:
 - i. SP = construction and construction engineering (CE)
 - ii. PR = preliminary engineering (PE), construction, and CE
 - iii. GI = PE, utility adjustments, right of way acquisition, construction, and CE

3. **"City"** means the City of Dodge City, Kansas, with its place of business at 806 N 2nd Avenue, PO Box 880, Dodge City, Kansas 67801.

4. **"City Connecting Link"** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.

5. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

6. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

7. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

8. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

9. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

10. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.

11. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

12. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.

13. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.

14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

15. **“Non-Participating Costs”** means the cost of any items or services which the Secretary action on the Secretary’s own behalf and on behalf of the of the FHWA, reasonably determines are not Participating Costs.

16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

17. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

18. **“Project”** means **Project No. 029 KA-7606-01, Geometric Improvement on US-50 from Loretta Avenue to 14th Avenue, including signalizing intersection, the addition of dedicated turn lanes, and multi-use trail in Dodge City , Kansas**, and is the subject of this Agreement.

19. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

20. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

21. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

22. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.

23. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The City agrees to notify the Bureau of Local Projects if costs increase more than 10% over the estimate.

Party	Responsibility
Secretary	85% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$1,500,000.00.
City	15% of Participating Costs of Construction and CE until Secretary’s funding limit is reached. 100% of Participating Costs of Construction and CE after Secretary’s funding limit is reached. 100% of Cost of Preliminary Engineering (PE), Right of Way, and Utility Adjustments

	100% of Non-Participating Costs
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ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel and as required by Federal Highway Administration (FHWA) directives to obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor’s agent, subcontractors, or suppliers. If the Secretary or the City defends a third party’s claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

4. **Final Billing.** After receipt of FHWA acknowledgement of the final voucher claim, the Secretary’s Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

ARTICLE IV

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The City authorizes the Secretary to undertake the Project on its behalf. All things hereinafter done by the Secretary in connection with the Project are authorized, adopted, ratified, and confirmed by the City to the same extent and with the same effect as though done directly by the City acting in its own individual capacity. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid and the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, AASHTO A Policy on Geometric Design of Highways & Streets, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the City with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed ineligible or Non-Participating items by the Secretary for reimbursement purposes.

4. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article IV, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

5. **Consultant Contract Language.** The City shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the City and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

6. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the City’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, or express or implied warranty, to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

7. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

8. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication, or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R., Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT’s Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, and permanent and temporary easements.

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed

by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the City will undertake the relocation for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the City for any relocations required by the Project.

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks ("Trail/Sidewalk") constructed on state highway right of way, if any, pursuant to the Design Plans, the City agrees as follows:

- (i) City Responsible for Repairs and Providing Alternative Accessible Routes. The City agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of US-50. If the construction or maintenance of US-50 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of US-50 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.
- (ii) Interference with KDOT Right of Way. If the Secretary, in the Secretary's sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.

- (iii) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. § 771.135.
- (iv) Maintenance. When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City's absolute duty and obligation to maintain the Trail/Sidewalk.

(f) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

9. **Removal of Encroachments**. The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

10. **Future Encroachments**. Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

11. **Utilities**. The City agrees to the following with regard to Utilities:

(a) Utility Relocation. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

12. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, and the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees, or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement, the City has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

13. Inspections. The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved Construction Engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

14. Traffic Control. The City agrees to the following with regard to traffic control for the Project:

(a) Temporary Traffic Control. The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the MUTCD, as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The City must ensure the location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

(c) **Parking Control.** The City shall prohibit parking of vehicles on the City Connecting Link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

15. **Access Control.** The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

16. **Remittance of Estimated Share.** The City shall either 1) deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities or, 2) provide billing and payment documentation to the Secretary of any Preliminary Engineering costs incurred by the City for the Project that the City has paid. If the total amount expended by the City for its Preliminary Engineering costs does not equal its total financial obligation, as described in Article II, then the City shall deposit with the Secretary the difference. If the City chooses to forego providing Preliminary Engineering documentation to the Secretary, the City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses or provide Preliminary Engineering documentation is fifty (50) days after the Letting date.

17. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

18. **Audit.**

(a) **Audit Requirements for Federal Awards.** All local governmental units, state agencies or instrumentalities, non-profit organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an

independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

(b) Agency Audit. The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary

19. Accounting. Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

20. Cancellation by City. If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

GENERAL PROVISIONS:

1. Incorporation of Design Plans. The final Design Plans for the Project are by this reference made a part of this Agreement.

2. City Connecting Link. The Parties entered into an agreement covering routine maintenance of the City Connecting Link for portions of US-50 within the city limits. It is the Parties' intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the City Connecting Link maintenance agreement is not affected by this Agreement.

3. FHWA Approval. Decisions as to what Project Costs are federal Participating Costs will be made by the Secretary in accordance with the requirements of the FHWA.

4. Civil Rights Act. The Civil Rights Attachment, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

5. Contractual Provisions. The Provisions found in the current version of the Contractual Provisions Attachment (Form DA-146a), which is attached, are incorporated into, and made a part of this Agreement.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

8. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9. **Suspension and Debarment.** If the total value of this Agreement exceeds \$25,000.00, this Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and 1200. Therefore, the City verifies that neither it nor its principals or agents is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency. 2 C.F.R. § 200.214.

10. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

11. **Prohibited Use of Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

13. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF DODGE CITY, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

- Civil Rights Attachment
- Contractual Provisions Attachment (Form DA-146a)

*Note – If left unchecked, then inapplicable.

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745



Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
<http://www.ksdot.gov>

Calvin E. Reed, P.E., Secretary
Dawn M. Hueske, P.E., Bureau Chief

Laura Kelly, Governor

November 06, 2024

City of Dodge City
Mr. Ray Slattery, P.E.
Director of Engineering Services
P.O. Box 880
Dodge City, KS 67801-0880

Dear Mr. Slattery:

Your awarded SFY 2027 CCLIP-GI project has been programmed and assigned the following project numbers:

Project Name: Dodge City: Geometric Improvements on US-50
KDOT Project Number: 029 KA-7606-01
Federal Project Number: ACSTP-A760(601)

The approved Kansas Department of Transportation Project Authorization for this project is enclosed.

Also, attached to this letter is a Project Schedule. The dates are furnished as a guide to aid in maintaining this project on a recommended project development schedule. The letting date has been tentatively set and the amount of funds and/or the obligation authority available could cause the schedule to be revised. If the letting date is revised or the completion of the items fluctuate significantly from the dates listed, the schedule will be revised to indicate the new tentative letting date and project schedule.

If you have any questions, please do not hesitate to contact us or your BLP Project Manager, Matthew Graham, P.E..

Sincerely,

for Dawn M. Hueske, P.E., Bureau Chief
Bureau of Local Projects

dmh/cch
Enclosures

cc: Matthew Graham, P.E., BLP Project Manager
Dawn Hueske, P.E., BLP Bureau Chief
Mr. Ron Hall, P.E., District Six Engineer
File

Kansas Department of Transportation

PROJECT SCHEDULE

Bureau of Local Projects (785) 296-3861

Date Prepared:	November 06, 2024
Prepared for:	City of Dodge City
KDOT Project Number:	029 KA-7606-01
Funding Program:	CCLIP-GI
Current Tentative Letting Date:	9/16/2026

NOTICE

The following dates are furnished as a guide to aid in maintaining this project on a schedule which will insure the letting date indicated. The letting date has been tentatively set and the amount of funds and/or the obligation authority available could cause the schedule to be revised. If the letting date is revised or the completion of items fluctuate significantly from the established dates listed, this schedule will be revised to indicated the new tentative letting date and project schedule.

Plans forwarded to BLP will not be processed without a current detailed estimate.

ITEMS TO BE COMPLETED	Months to Letting	DEADLINE COMPLETION DATE	DATE COMPLETED <small>-For Your Use Only-</small>
Consultant Design Contract to be Executed by	22.0	November 25, 2024	
Pre-Design Field Check	20.0	January 24, 2025	
Field Check Complete	15.0	June 23, 2025	
Office Check Plans and Estimate to BLP	11.0	October 21, 2025	
Office Check Plans Complete	9.0	December 20, 2025	
Final Check Plans and Estimate to BLP	6.0	March 20, 2026	
Begin CE Agreement	6.0	March 20, 2026	
Final Check Complete	5.0	April 19, 2026	
R/W Clearances (1306 Form) to BLP	4.0	May 19, 2026	
Utility Form (1304 Form) to BLP	4.0	May 19, 2026	
Status of Permits (1307 Form) and Required Permits to BLP	4.0	May 19, 2026	
PSE Plans to BLP	3.5	May 31, 2026	
PSE Plans Complete	1.5	August 02, 2026	
Final Letting Plans to BLP	1.2	August 09, 2026	
CE Agreement Executed	1.1	August 12, 2026	
Advertise	1.0	August 17, 2026	

**KANSAS DEPARTMENT OF TRANSPORTATION
PROJECT AUTHORIZATION**

Program Addition				Sheet 1 of 6	
Project Number:	KA-7606-01	Prog. Cat / Subcat:	LC/K3R	District:	06
Primary Route:	U050	Env. Class:	CLASS IIB	MPO Area:	
Primary County:	029	Route Class-MFV:	B	Sales Tax Exempt:	Exempt
Prim Fed Proj Num:	ACSTP-A760(601)	NHS Project:	Y	Leaders	
Length (mi):	0.668	FHWA Func. Class-MFV:	OPA	Proj. Mgr:	Matt Graham
FY Programmed:	2027	Design Criteria:	AASHTO	Area Engineer:	Gerald Bennett
Sched. Best Let (M17):	September-2026	FHWA Oversight:	STAAS	Road Design:	
Letting Type:	KDOT	KDOT Program:	ELTP	Bridge Design:	
Technical Name:	Dodge City: Geometric Improvements on US-50				
Technical Location:	Dodge City: Geometric Improvements on US-50 from Loretta Avenue to 14th Avenue				
Technical Scope:	Signalize intersection, addition of dedicated turn lanes and multi-use trail				
Friendly Name:	Roadway Reconstruction in Dodge City				
Friendly Location:	US-50 from Loretta Avenue to 14th Avenue				
Friendly Scope:	Signalize intersection, addition of dedicated turn lanes and multi-use trail				
Reason / Justification for Change:	Program Addition: Project was requested and approved for State FY 2027 CCLIP-GI funds. Funding will be 85/15 for the Construction work phase up to a maximum of \$1,500,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of \$1,500,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%.				

Initiated By: Local Projects (Marotta) **Signature:** Signed by Kimberly A Marotta at 10/15/2024 9:55:08 AM on PC DT17LP13L

Comments: Signed by Colby L Farlow at 11/1/2024 10:04:10 AM on PC DT16LT06
Chief of Program & Project Management

FHWA Concurrence <input checked="" type="checkbox"/> Proposed Environment Classification Signed by Javier Ahumada at 10/30/2024 8:26:35 AM on PC DT00RD51	STE PROJECT AUTHORIZATION <input checked="" type="radio"/> Approve <input type="radio"/> Disapprove Comments: Signed by Gregory M. Schieber at 11/4/2024 10:35:49 AM on PC DT02AD01L
--	--

**KANSAS DEPARTMENT OF TRANSPORTATION
PROJECT AUTHORIZATION**

Initiated Date: 10/15/2024 KA-7606-01 Dodge City: Geometric Improvements on US-50

Sheet 2 of 6

Work Phase	Original Estimate	Current Estimate	WP Fund Category	Prorata	Fund Max
CONST	3,456,259	3,456,259	ACSTP	80.00%	0
			STATE	4.99%	0
			STP	0.00%	0
			U0170	15.00%	0
Totals:	3,456,259	3,456,259			

Project Fund Category	Project Fund Prorata	Sum Of WP Maximums	Project Maximum
ACSTP	80.00%	0	0
K	0.00%	0	0
STATE	4.99%	0	0
STP	0.00%	0	0
U0170	15.00%	0	0

**KANSAS DEPARTMENT OF TRANSPORTATION
PROJECT AUTHORIZATION**

Initiated Date: 10/15/2024

KA-7606-01 Dodge City: Geometric Improvements on US-50

Sheet 3 of 6

Project Schedule					
<u>MI/CP</u>	<u>Name</u>	<u>Sched Start</u>	<u>Act Start</u>	<u>OBSE</u>	<u>Responsible OBSE Manager</u>
M15	Kauth	2/28/2024		ELP	Dawn Hueske
C86	Begconsel	3/28/2024		ELP	Dawn Hueske
C07	Bgagr	8/27/2024		ELP	Dawn Hueske
C13	Cycoa	11/22/2024		ELP	Dawn Hueske
C87	Endconsel	11/29/2024		ELP	Dawn Hueske
M10	Fcrec	1/30/2025		ELN	Jenny Egging
C29	Fdchk	6/27/2025		ELN	Jenny Egging
C50	Ocrec	10/27/2025		ELN	Jenny Egging
C23	Envcl	11/20/2025		ELN	Jenny Egging
C92	Dessumapr	11/25/2025		ELN	Jenny Egging
M20	Offck	12/24/2025		ELN	Jenny Egging
C33	Fnckr	3/23/2026		ELN	Jenny Egging
M12	Finck	4/21/2026		ELN	Jenny Egging
C15	Darec	5/20/2026		ELN	Jenny Egging
C74	Utcom	5/20/2026		ELN	Jenny Egging
C60	Prpcl	5/20/2026		ELN	Jenny Egging
C78	Wrrec	5/20/2026		ELN	Jenny Egging
M22	Prcom	6/2/2026		PPT	Gene Ingwerson
C56	Plcom	6/2/2026		ELN	Jenny Egging
C08	Bgpse	6/5/2026		OCR	
C48	Oblap	6/19/2026		PPT	Gene Ingwerson
M14	Fnple	8/11/2026		ELN	Jenny Egging
C89	Ceagree	8/13/2026		ELP	Dawn Hueske
C03	Adver	8/18/2026		PPT	Gene Ingwerson
M17	Lettg	9/16/2026		PPT	Gene Ingwerson
C02	Aaout	9/24/2026		ELP	Dawn Hueske
C01	Aacom	10/8/2026		ELP	Dawn Hueske
C47	Notpr	10/16/2026		OC0	Jason Van Nice
M19	Notac	3/19/2027		OC0	Jason Van Nice
M11	Final	9/21/2027		AF0	Ami Fulghum
M41	FedEnd	3/20/2030		PPF	Marcy Anderson

**KANSAS DEPARTMENT OF TRANSPORTATION
PROJECT AUTHORIZATION**

Initiated Date: 10/15/2024

KA-7606-01 Dodge City: Geometric Improvements on US-50

Sheet 5 of 6

Baseline Reason for Change:

Project Baseline Last Date & Note -- 10/15/2024

Program Addition: Project was requested and approved for State FY 2027 CCLIP-GI funds. Funding will be 85/15 for the Construction work phase up to a maximum of \$1,500,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of \$1,500,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%.

Workphase Baseline Last Date & Note -- 10/15/2024

Program Addition: Project was requested and approved for State FY 2027 CCLIP-GI funds. Funding will be 85/15 for the Construction work phase up to a maximum of \$1,500,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of \$1,500,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%.

Funding Baseline Last Date & Note -- 10/15/2024

Program Addition: Project was requested and approved for State FY 2027 CCLIP-GI funds. Funding will be 85/15 for the Construction work phase up to a maximum of \$1,500,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of \$1,500,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%.

Schedule Baseline Last Date & Note -- 10/15/2024

Program Addition: Project was requested and approved for State FY 2027 CCLIP-GI funds. Funding will be 85/15 for the Construction work phase up to a maximum of \$1,500,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of \$1,500,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%.

**KANSAS DEPARTMENT OF TRANSPORTATION
PROJECT AUTHORIZATION**

Initiated Date: 10/15/2024

KA-7606-01 Dodge City: Geometric Improvements on US-50

Sheet 6 of 6

Project Notes:

Program Addition: Project was requested and approved for State FY 2027 CCLIP-GI funds. Funding will be 85/15 for the Construction work phase up to a maximum of \$1,500,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of \$1,500,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: March 3, 2025

Subject: Perform a Traffic Impact Study (TIS) on US 56 & US 283 adjacent to City Property for Highway Improvements related to Development

Agenda Item: New Business

Purpose: Perform a TIS on US 56 & US 283 adjacent to the City's S. 80 Ac. to determine what highway improvements and possible additional access for future development of the property.

Recommendation: Approve the Professional Services Agreement with Olsson in the amount of \$28,500.00 for a TIS related to the City's S. 80 acres for future development.

Background: The City has entered into an LOI with Iron Horse Development to market the 80-acre parcel. However, prior to any development taking place, KDOT will require a TIS to be performed to determine the type and location of access improvement on the highway for the property based on the traffic demand. City Staff and Olsson have been in talks with KDOT about access to this property based on the other studies and other proposed highway projects on this corridor. KDOT has mentioned the possibility of an additional limited access point on US 56 between the US 56 & US 283 intersection and the existing field entrance located at the half mile line, dependent upon the finding of the TIS. Once the TIS Report is completed, it will be submitted to KDOT for review and approval. Then when development takes place, the improvements for the access point(s) will already be determined. This will allow development to proceed without any lag time due to access issues.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations:

Amount \$: \$28,500.00

Fund: Growth & Development

Budgeted Expense Grant Bonds Other

Legal Considerations: The City will be entering into an agreement with Olsson and will be bound by the provisions of this agreement.

Mission/Values: This project aligns with the City's Core Value of Ongoing Improvements, Safety, and Working Towards Excellence.

Attachments: Agreement for Professional Services and Scope of Services from Olsson

Approved for the Agenda by:

A handwritten signature in blue ink that reads "Ray Slattery, PE". The signature is written in a cursive style.

Ray Slattery, PE, Dir. of Engineering Services



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

February 18, 2025

City of Dodge City, KS
Attn: Ray Slattery
806 N. 2nd Avenue
Dodge City, KS 67801

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Dodge City, Kansas (the "Project")
US 400 & US 283 Traffic Impact Study

Dear Mr. Slattery:

It is our understanding that City of Dodge City, KS ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Draft Report Document to client: Six weeks after NTP

Final Report Document Submittal: Two weeks after draft comments received

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of TWENTY-EIGHT THOUSAND FIVE HUNDRED dollars (**\$28,500.00**). Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By  _____
Kurt Roter, PE, PTOE
Senior Team Leader

By  _____
Jeremy Stretz, PE, PTOE, RSP
Group Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF DODGE CITY, KS

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

Scope of Services

Standard Labor Rate Schedule

Reimbursable Expense Schedule

General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated February 18, 2025, between City of Dodge City, KS (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Dodge City, Kansas

Project Description: US 400 & US 283 Traffic Impact Study

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Project Description: Olsson will complete a traffic study for a proposed 80-acre mixed-use commercial development generally located in the southeast quadrant of US 400 and US 283 in Dodge City, KS. The scope of services is based on general understanding of the Kansas Department of Transportation (KDOT) Access Management Policy. Agency staff have not reviewed this scope of services. Should additional scope be required by the reviewing agency, additional fee may be required.

Olsson will complete a traffic study for the following scenarios:

- Existing Conditions
- Future Year (Phase 1 Year TBD) plus Development Conditions
- Future Year (Full Build Year TBD) No Build
- Future Year (Full Build Year TBD) plus Development Conditions

The study will generate and distribute proposed trips; complete warrant, capacity, and queuing analysis; and recommend any needed mitigations. Tasks to complete the study include the following:

- **Task Management**
 - Respond to project related phone calls, emails, and communication.
 - Manage staff internally for the basis of project.
 - Submittal QA/QC reviews.
- **Traffic Counts** - Turning Movement vehicular traffic count data will be collected for the typical weekday AM (7:00 AM to 9:00 AM) and PM (4:00 PM to 6:00 PM) periods at the following intersections:
 - US 400 at US 283
 - US 283 at Expo Center Driveway
 - US 400 at 112 RD

- **Site Investigation** - Olsson will investigate the roadway system surrounding the proposed development to determine existing conditions such as intersection geometrics, intersection and driveway spacing, and existing traffic control. Intersection sight distance will not be field measured.
- **Trip Generation/Distribution** - Trip generation will be estimated for typical daily, AM and PM peak hour traffic based on the Institute of Transportation Engineering (ITE) Trip Generation Manual, most recent edition. Trips for the proposed development will be distributed through the study area intersections based on existing volumes, nearby trip generators, and potential destinations.
- **Crash History**
Olsson will analyze five years of crash history for the study area. Olsson will review crash data for the study intersections to determine if there is a crash pattern that is correctable and calculate an intersection crash rate. Olsson will request crash reports through KDOT open records request for a copy of the full accident report. The intersection of US 400 at US 283 is excluded from this crash history review due to the recent conversion to a roundabout.
- **Capacity Analysis** - Olsson will conduct vehicular capacity and queuing analysis for each scenario listed in Phase 100. Capacity analysis will be performed in accordance with the Highway Capacity Manual (HCM) methodologies using Synchro and SIDRA. Warrant and/or capacity analysis will provide the basis for determining appropriate traffic control and geometric improvements. Queuing analysis will provide the basis for determining the needed length of any auxiliary lanes. Analyses will be conducted for the study intersections listed under 'traffic counts' and at proposed site drives.
- **Traffic Impact Analysis Report** - A report will be prepared to address the roadway impact from the proposed development. Recommendations pertaining to street improvements that are due to the proposed project will be made. All recommendations will be based on capacity and queuing analysis and standards set by the KDOT as appropriate. A draft report will be submitted to the client for review. If review comments are received, they will be addressed, and a final report will be produced.
- **Meetings:** One virtual meeting is included in the scope to review findings. Additional meetings will be considered an additional service.

Assumptions:

- No operational analysis of intersections/access not specifically mentioned in the scope.
- Does not include Vissim or other simulation modeling.
- Does not include field measurement of sight distance.
- Land use, site plan, or other modifications after traffic study kickoff may require additional fee depending on required rework.
- An adjustment to traffic volumes for seasonality, Covid, or other environmental factors is not anticipated.
- Traffic signal warrant analysis is not anticipated for this project and is considered an additional service if requested.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality, and scope.

Olsson 2025 Billing Rate Schedule

<u>Description</u>	<u>Range</u>
Principal	\$152.00 - \$472.00
Project Manager	\$133.00 - \$287.00
Project Professional	\$99.00 - \$258.00
Assistant Professional	\$74.00 - \$182.00
Designer	\$95.00 - \$238.00
CAD Operator	\$64.00 - \$150.00
Survey	\$59.00 - \$230.00 *
Construction Services	\$53.00 - \$305.00 *
Administrative/Clerical	\$49.00 - \$300.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.70/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated February 18, 2025 between City of Dodge City, KS ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s) applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subcontractors as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

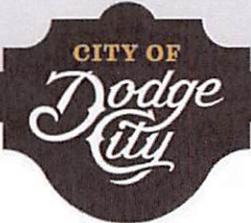
7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict

liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.



Case No. 25-02

Date Filed 2/5/25

Application for Plat Approval

Name of Subdivision MZR Addition

General Location Wyatt Exp at 12th Ave

Name of Property Owner MZR, LLC Phone _____

Address _____

Name of Agent Surveyor Phone _____

Address _____

Name of Surveyor Ben Rumbaugh Phone 620-385-0547

Address PO Box 428 Spearville KS 67876

Subdivision Information:

A. Gross Acreage of Plat 1.39 (Ac.)

B. Number of Lots:

- 1. Residential 0
- 2. Commercial 2
- 3. Industrial 0
- 4. Other 0

C. Minimum Lot Frontage 69 feet

D. Minimum Lot Area 0.36 acres

E. Existing Zoning C2

F. Proposed Zoning C2

G. Public Water Supply Yes X No _____

H. Public Sanitary Sewers Yes X No _____

Office Use Only:

Received in the office of the Zoning Administrator on Feb. 5, 20 25, together with the appropriate fee of \$ 50.00

[Signature] Planning & Zoning Admin.
Name and Title



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: March 3, 2025
Subject: M2R Addition Plat
Agenda Item: New Business

Purpose: The applicant wishes to replat this property, zoned C-2 Residential Low Density, in order to sell a portion of the property.

Recommendation: It is City Staff's recommendation to approve this plat. On February 25, 2025, the Planning Commission reviewed and voted 7-0 to recommend approval of the plat. The plat does not conflict with the City's Comprehensive Plan.

Background: The applicant is wanting to sell off a portion of the property and will need to have the property replatted in order to do so. This plat consists of 2 lots.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: None

Legal Considerations: None

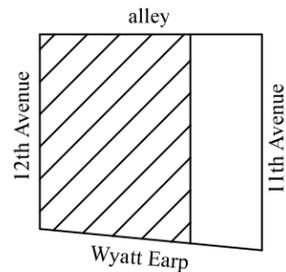
Mission/Values: Approving this plat will encourage and support growth and development in our community.

Attachments: Plat Application, Plat, Map

Approved for the Agenda by:

Josh Adams, Development Services Director

Vicinity Map

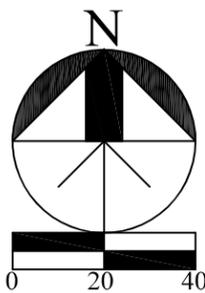


Final Plat M2R Addition

a REPLAT of a portion of Lots 8-13 of A.B. Reeve's Subdivision of Block 22 of Enterprise Addition to the City of Dodge City, Ford County, Kansas

Recorded Property Description - A Tract of land located in Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), A.B. Reeve's Subdivision of Block Twenty-two (22) of Enterprise Addition to Dodge City, Kansas, according to the recorded plat thereof, except the South Four (4) feet thereof deeded to the City of Dodge City, Kansas.

LESS AND EXCEPT a Tract of land located in Lots 13 and 14 of Reeves Addition to the City of Dodge City, Ford County, Kansas, being more fully described as follows: Commencing at the intersection of the North Right-of-Way line of Wyatt Earp Boulevard and the East Line of Reeves Addition, said point being the True Point of Beginning; Thence North on an assumed bearing of North 0°00'00" East along the East line of Reeves Addition for a distance of 266.48 feet to the Northeast Corner of Lot 14, Reeves Addition; Thence West on a bearing of South 89°11'27" West along the North line of Lots 8 through 14 for a distance of 94.32 feet to the intersection of the East side of a concrete retaining wall and the North line of said Lots; Thence South along the extension of and the said concrete retaining wall on a bearing of South 0°31'32" West for a distance of 259.62 feet to the North Right-of-Way line of Wyatt Earp Boulevard Thence East along the North Right-of-Way line of Wyatt Earp Boulevard on a bearing of South 89°43'34 East for a distance of 96.85 feet to the True Point of Beginning. AND ALSO LESS AND EXCEPT a Tract of land commencing at a point on the North right-of-way line of Wyatt Earp Boulevard, which is 4.00 feet North of the Southeast corner of Lot 14, A.B. Reeves Subdivision of Block 22, Enterprise Addition, City or Dodge City, Ford County, Kansas; thence on an assumed bearing of North 85 degrees 14 minutes 13 seconds West, along the North right-of-way line of Wyatt Earp Boulevard, a distance of 96.85 feet to the point of beginning; thence continuing North 85 degrees 14 minutes 13 seconds West along said North right-of-way line a distance of 257.27 feet to the West line of Lot 8, of said A.B. Reeve's Subdivision; thence North 02 degrees 15 minutes 16 seconds East, along the West line of Lot 8, of aid A.B. Reeve's Subdivision, also being the East right-of-way line of 12th Avenue, a distance of 41.85 feet; thence South 07 degrees 29 minutes 34 seconds East, a distance of 21.29 feet; thence South 42 degrees 57 minutes 48 seconds East, a distance of 14.87 feet; thence South 85 degrees 14 minutes 13 seconds East, a distance of 243.05 feet; thence South 02 degrees 00 minutes 53 seconds West, a distance of 11.01 feet to the Point of Beginning.



Legend

- ✕ found x on concrete
- found 1/2" rebar
- found 1/2" rebar CLS305
- found 1/2" rebar LS1382
- ⊗ set 1/2"x24" rebar and cap PS1601

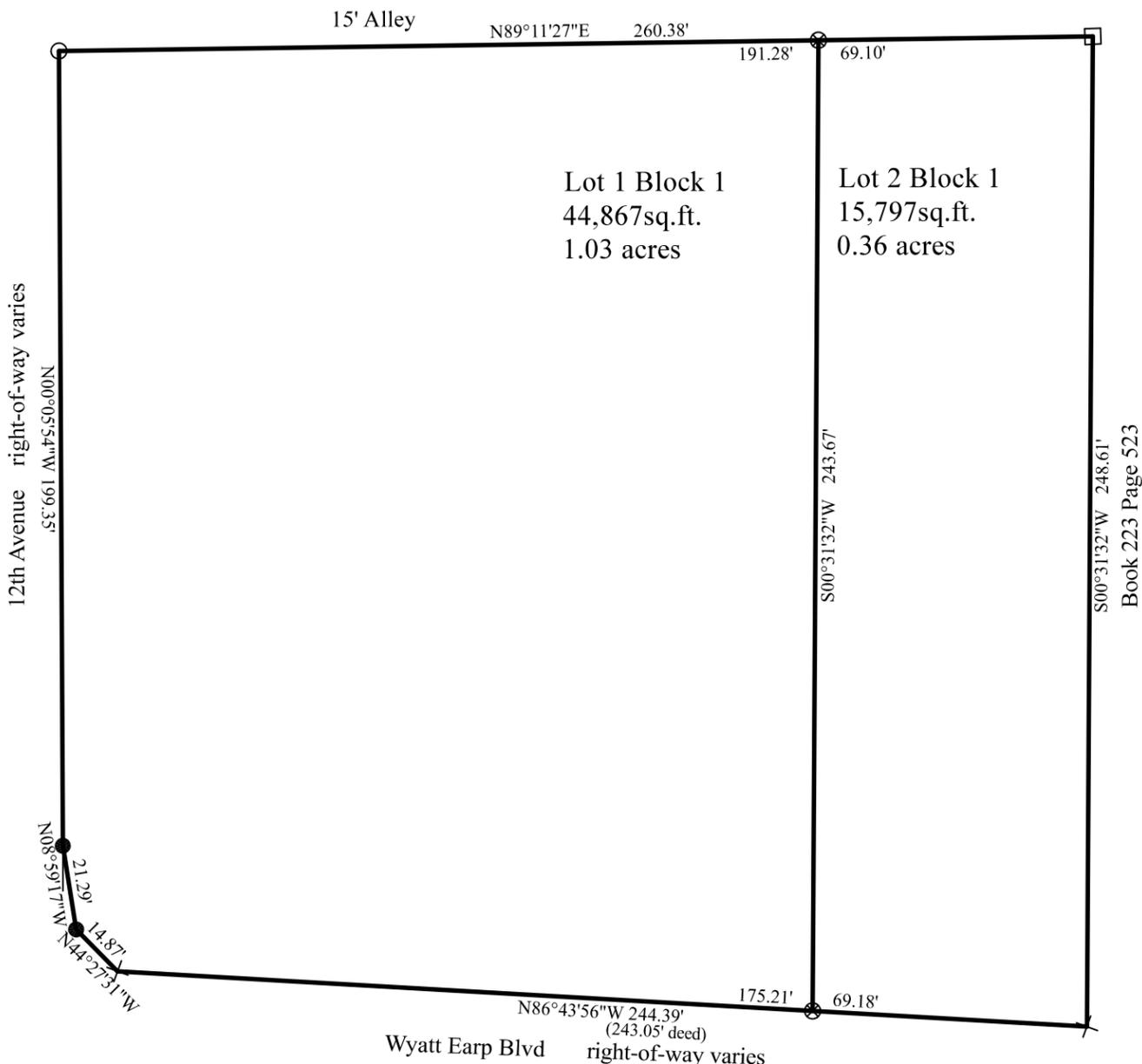
Basis of Bearings - Bearings are based on a record bearing of N89°11'27"E between found monuments along the north property line at Book 2 Page 141.

FORD COUNTY REVIEW SURVEYOR

I hereby certify that this survey plat was reviewed by me and that it is in compliance with K.S.A. 58-2005 and the Kansas Minimum Standards for Boundary Surveys.

SURVEYOR

I, Benjamin A. Rumbaugh, do hereby certify that I am a Professional Land Surveyor in the State of Kansas and that the property described hereon was surveyed by me on 1-30-2025, and all of the monuments shown exist and their positions are correct to the best of my knowledge.



REGISTER of DEEDS CERTIFICATE:

STATE OF KANSAS)
COUNTY OF FORD)

This is to certify that this instrument was filed for record in the office of the Ford County Register of Deeds

on this _____ day of _____, 2025 at _____ o'clock __M in

Cabinet/Slide # _____, Doc ID # _____ and is duly recorded.

Brenda Pogue, Ford County Register of Deeds Fee total \$ _____

TRANSFER RECORD CERTIFICATE:

This is to certify that this instrument was entered into the Transfer Record on this

_____ day of _____, 2025.

Debbie Cox, Ford County Clerk

DODGE CITY PLANNING COMMISSION

State of Kansas)
County of Ford)

This plat has been submitted to and is hereby approved by the Dodge City Planning Commission this

_____ day of _____, 2025.

Chairman Nathan Littrell, Secretary

THE CITY OF DODGE CITY, KANSAS

State of Kansas)
County of Ford)

All Easements described on this Plat are hereby accepted by the Governing Body of the City of Dodge City, Kansas, and are hereby dedicated this

_____ day of _____, 2025.

Mayor Attest: City Clerk

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that M2R, LLC, is the owner of that land included on the plat shown hereon, and that it is the only entity whose consent is necessary to pass clear title to said land and that it hereby consents to the making and recording of said plat and it hereby dedicates said plat to the public.

IN WITNESS WHEREOF this dedication is executed this _____ day of _____, 2025.

Hal W McCoy
for M2R, LLC

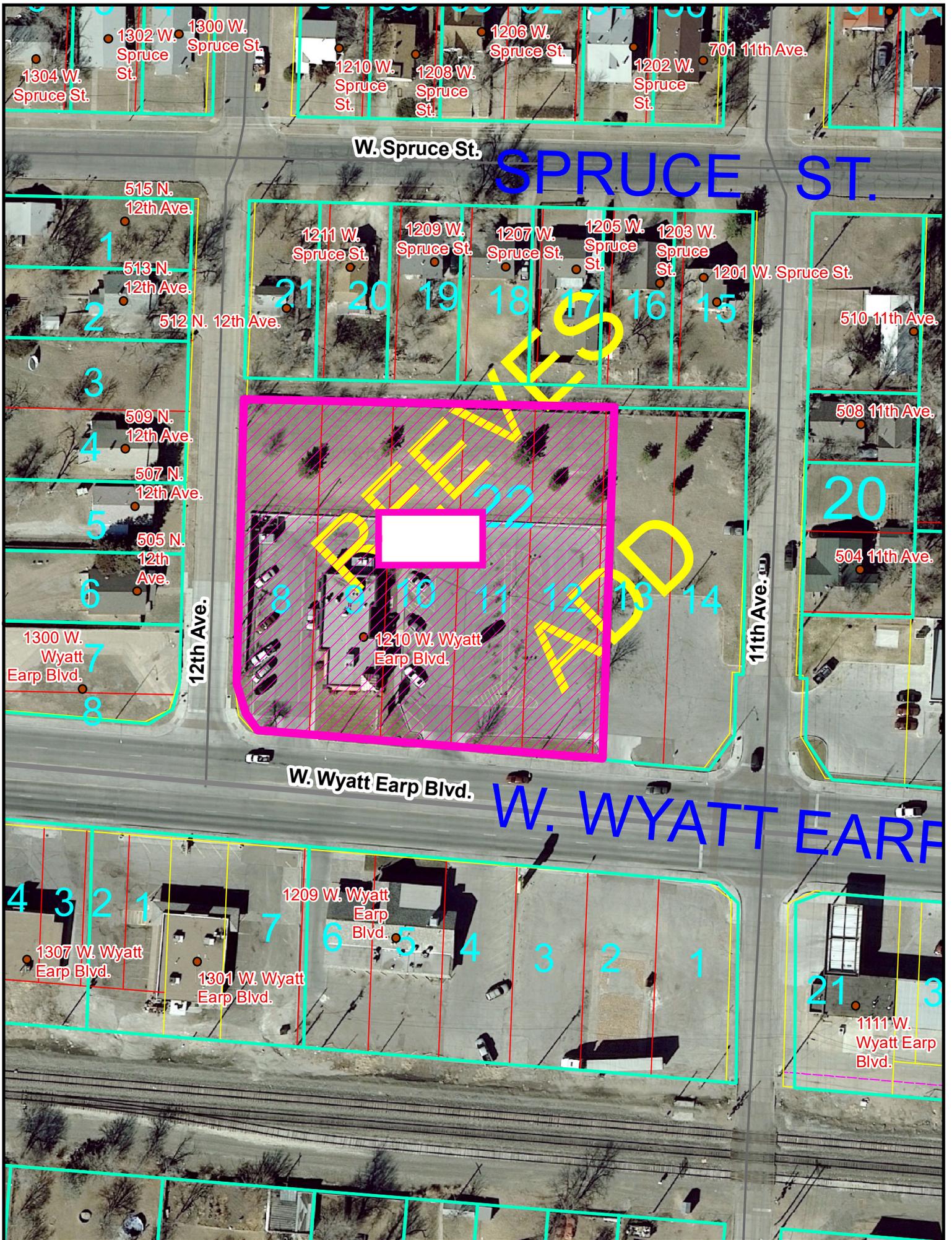
NOTARY ACKNOWLEDGEMENT

State of _____)
County of _____) ss

This dedication was acknowledged before me, the undersigned notary public,

by Hal W McCoy for M2R, LLC, this _____ day of _____, 2025.

Notary Public



W. Spruce St.

SPRUCE ST.

W. Wyatt Earp Blvd.

W. WYATT EARP

12th Ave.

11th Ave.

1302 W. Spruce St.

1206 W. Spruce St.

701 11th Ave.

1304 W. Spruce St.

1210 W. Spruce St.

1208 W. Spruce St.

1202 W. Spruce St.

515 N. 12th Ave.

513 N. 12th Ave.

512 N. 12th Ave.

509 N. 12th Ave.

507 N. 12th Ave.

505 N. 12th Ave.

1300 W. Wyatt Earp Blvd.

1211 W. Spruce St.

1209 W. Spruce St.

1207 W. Spruce St.

1205 W. Spruce St.

1203 W. Spruce St.

1201 W. Spruce St.

510 11th Ave.

508 11th Ave.

504 11th Ave.

1210 W. Wyatt Earp Blvd.

1209 W. Wyatt Earp Blvd.

1307 W. Wyatt Earp Blvd.

1301 W. Wyatt Earp Blvd.

1111 W. Wyatt Earp Blvd.

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Memorandum

To: Dodge City Commission
From: Ryan Reid, Director of Administrative Services, presented by Keven Israel
Date: 2025 02 26
Subject: Forklifts (2)
Agenda Item: New Business

Purpose:
To purchase two forklifts to assist Construction with their duties at various City sites.

Recommendation:
Staff recommends approving the bid from Hi Plains bid for a 6k forklift (\$33,000) and an 8k forklift (\$35,000). Additionally, Staff would like the extended warranty for \$15,000 per unit. This brings the total to: \$71,000. This is a good brand, meets specs, and is a local vendor. They have one unit in stock and the other can be delivered in 30 days.

- City Commission Options:**
1. Approve
 2. Disapprove
 3. Table for further discussion

Financial Considerations:
Amount \$71,000

Funds:
Not budgeted. Paid for with savings from Trolley

Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: Safety, Ongoing improvement, Excellence

Attachments: Bid tab

Approved for the Agenda by:

Ryan Reid, Director of Administrative Services

CITY OF DODGE CITY

BIDDING APPLICATION

Forklifts (2)

2025 02 24

Bidder	Forklift 1	Forklift 2	Total
H. Plains.	Taylor, Pt 6R: 33,000	Taylor, 8R: 35,000	68,000
L.M. Truck Center.	Bobcat 6R: 30,350.	Bobcat 54,000.	84,350
Legshis 365,	Crown. 46,493	Crown 65,384.	111,877.
Wesco	Mitsubishi. 37,027	54,367.	91,394.
Sw. Topok L.M.		8R 42,085.	
Market Trucks	Bobcat. 40,840. ³⁶	63,719. ²¹	104,559. ⁵⁷
Construction Logics	Hayday. 37,499. ⁷⁸	51,999. ⁷⁸	89,499. ⁷⁶
L.M. Pubs Service.	Clark. 40,984.	Boboli 60,894	
"	GTS 30. 53,082. ^{Clark}	C40. 54,361. ^{Clark}	87,443
Chavez Bros	Viper 31,491.	Viper 38,388	69,879.

*

CITY OF DODGE CITY

Forklifts (2)

2025 02 24

<u>Bidder</u>	<u>Forklift 1</u>	<u>Forklift 2</u>	<u>Total</u>
Tech. Zahnrad	Hyundai 38,756	55,045.	93,801.
Monmouth Structures	Bobcat 33,989.	53,989.	87,978.
Cummins, L.H.	hengcha 30,903	50,172.	81,075.
Tech Network	Typter 41,547. ⁰⁰	70,000 ⁰⁰	111,553 ⁰⁰
Lift Truck Centers	Typter 39,650	55,225	94,875.
Oetene	Bobcat 32,182.	41,620.	73,802.



Memorandum

To: Dodge City Commission

From: Kevin Israel, Director of Construction and Facilities

Date: 3-3-2025

Subject: Dodge City Fire Department roof replacement request for approval

Recommendation: Staff recommend the approval of the bid from Diamond Roofing for the replacement of the roof at the Dodge City Fire Department for \$174,000 with the add alternate for 24ga metal at \$11,500 for a total cost of \$185,500.

Background: The roof at the Dodge City Fire Department has several active leaks. Temporary repairs have been made to prevent further interior damage while the bidding process is completed.

Justification: The new roof would be constructed of 24ga standing seam metal without horizontal seams. Staff recommends this application due to the multiple claims from wind damage.

Financial Considerations: This project will be paid for by the TAMKO warranty claim that is a part of the General Roofing Fund #135.

Purpose/Mission: This project will provide a clean and safe environment for the DCFD.

Legal Considerations: None

Attachments: Official bid from Diamond Roofing

10/30/2024
City of Dodge City
806 N 2nd Avenue
Dodge City, KS 67801



We hereby submit to provide material, labor, tools, and equipment to install a new roof system per your request.

RM Custom Metals SSMR

- **Install a new Standing Seam Metal Roof system on the Fire Station roof located at 201 Soule St. Dodge City, KS 67801.**
 - Remove and lawfully dispose of the existing shingle roof system in its entirety.
 - Visually inspect the existing deck for any deficiencies.
 - Install new self-adhering ice and water shield to the wood decking.
 - Provide and install new 26 ga continuous length Standing Seam Metal Roof System.
 - Fabricate and install all associated metal flashing components including commercial style box guttering, downspouts, eave, rake, headwall, and flashings. (Standard colors)
 - Frame Kalwall area to receive new metal wall panels.
 - Furnish and install concealed fastener 12” flush wall panel system over 3” batt insulation and new steel framing.
 - Provide a 3-year workmanship warranty, a 20-year manufacturer's warranty can be added to the 24-gauge option for \$1.25 a square foot.
- Clean up and haul off all job specific debris.
- Items not specifically included are excluded.
- Oil canning is a natural characteristic of cold-rolled flat metal and is not a reason to reject a roof.
- If a bond is required, please add 1.25% to the price listed below.

Labor, materials, insurance, and clean up associated to this proposal..... \$ 174,000.00 (One hundred and seventy- four thousand dollars).

Add Alternate 24-gauge panels and trim: \$11,500.00 (Eleven thousand and five hundred dollars)

**Exclusions: Items not specifically included are excluded.
Any Plumbing, Mechanical, or Electrical work.**

Diamond Roofing excludes from our proposal, code and insurance certifications. Where a performance standard is enumerated and established in a specification that is included in our proposal, we will endeavor to meet the standard as it relates to the attachment or fire rating of a specific material included above.

**Skyler Wissman
Commercial Roofing Project Manager
Diamond Roofing**

Southwest Kansas Region:

**100 McArtor Road, P.O. Box 37
Dodge City, KS 67801**

Phone: 620-225-2622 | Fax: 620-225-6862

Flint Hills Region:

**9300 East US Highway 24
Manhattan, KS 66502**

Phone: 785-537-8008 | Fax: 785-537-9899

Should you have any questions regarding the above scope of work or exclusions herein, I am available at your convenience to discuss at (719) 306-2735, or via email at swissman@diamond-roofing.com. Thank you for your consideration of Diamond Roofing.



Diamond Roofing Authorized Signature

To indicate acceptance of this proposal please sign and date below:

Accepted by: _____ **Date:** _____

Southwest Kansas Region:

100 McArtor Road, P.O. Box 37
Dodge City, KS 67801

Phone: 620-225-2622 | Fax: 620-225-6862

Flint Hills Region:

9300 East US Highway 24
Manhattan, KS 66502

Phone: 785-537-8008 | Fax: 785-537-9899



Memorandum

To: Dodge City Commission

From: Kevin Israel, Director of Construction and Facilities

Date: 3-3-2025

Subject: Dodge City Airport (Crotts Air Service) roof seal coating request for approval

Recommendation: Staff recommend the approval of the proposal from Alvarez Roofing for the rust treatment and seal coating of the roof at the Dodge City Airport building known as the Crotts Air Service building for \$42,000 with the add alternate to Puma 20year coating for a total of \$45,000.

Background: This roof has leaked for several years. The metal structure is still in good shape. This is a perfect candidate for roof seal coating.

Justification: The roof is structurally in great shape. However, many seams need to be treated and re-fastened to stop the current leaks.

Financial Considerations: This project will be funded by the General Roofing fund #135

Purpose/Mission: This project will provide a clean and safe environment for the current tenants and provide a long-term repair.

Legal Considerations: None

Attachments: Alvarez Proposal

ESTIMATE



Prepared For

City of Dodge City
806 N 2nd Ave
Dodge City , Kansas 67801

**ALVAREZ ROOFING AND SPRAY FOAM INSULATION
LLC**

Estimate # 161
Date 12/10/2024

11061 108 RD
Dodge City, Kansas 67801
Phone: (620) 339-0861
Email: conqs18@hotmail.com

Description	Rate	Total
Metal Roof System I	\$31,200.00	\$31,200.00
DODGE CITY AIRPORT FBO		
* Pressure wash roof with WACII		
* Tighten or add fasteners in necessary location		
* Caulk fasteners heads and vents using Kwik Caulk		
* Reinforce seams with Spunflex Fabric embedded in base coat.		
* Apply white PUMA XL top coat. (20)yr coating.		
- Roof system has 85% reflectivity, and UL- 790		
- Warranty covers materials ten (20) yrs and labor five (5) yrs.		
- Warranty does not include any acts of God		
- Warranty does not include any damage due to leaks, for anything inside building		
- Building owner will supply water and electrical power as needed		

Subtotal	\$31,200.00
Total	\$31,200.00

ESTIMATE



This Estimate is if you want to protect metal roof from rust. Not necessary but I wanted to give this option as well !!

Prepared For

City of Dodge City
806 N 2nd Ave
Dodge City, Kansas 67801

ALVAREZ ROOFING AND SPRAY FOAM INSULATION LLC

Estimate # 161
Date 12/10/2024

11061 108 RD
Dodge City, Kansas 67801
Phone: (620) 339-0861
Email: conqs18@hotmail.com

Description	Rate	Total
Metal Roof System I	\$42,000.00	\$42,000.00
DODGE CITY AIRPORT FBO		
* Pressure wash roof with Rust off		
* Apply rust inhibitor metal primer		
* Tighten or add fasteners in necessary location		
* Caulk fasteners heads and vents using Kwik Caulk		
* Reinforce seams with Spunflex Fabric embedded in base coat.		
* Apply white Rapid Roof III top coat. (12)yr coating.		
- Roof system has 85% reflectivity, and UL- 790		
- Warranty covers materials twelve (12) yrs and labor five (5) yrs.		
- Warranty does not include any acts of God		
- Warranty does not include any damage due to leaks, for anything inside building		
- Building owner will supply water and electrical power as needed		

Subtotal	\$42,000.00
Total	\$42,000.00

By signing this document, the customer agrees to the services and conditions outlined in this document.

Oscar Alvarez

City of Dodge City



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: March 3, 2025
Subject: Contract for Water Service for Stapleton Investments, L.L.C., 908 Minneola Rd.
Agenda Item: Consent Calendar

Purpose: Approve agreement to provide municipal water service to a property located outside the city limits.

Recommendation: Approve Agreement for Water Service.

Background: The City has allowed County Residents/Business/Property Owners located adjacent to a City waterline to connect a service line to the city main once the Agreement has been approved between the Resident/Business/Property Owner and the City. Jim and Tonya Lewis, owners of Lewis Family Partnership, are the owners of the property at 908 Minneola Rd. They have requested a city water service for the property.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: There is no expense to the City at this time. Lewis Family Partnership will be billed \$3,750 connection fee, the actual cost of installing the service, and fees associated with filing this agreement with the Register of Deeds.

Amount \$: N/A Fund:
 Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: This project aligns with the City's Core Value of Safety.

Attachments: Contract for Water Service and Map showing the property and service location.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services

AGREEMENT FOR WATER SERVICE

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as “City” and JTL Leasing FLP, hereinafter referred to as “Owner(s)”, and who are the record Owner(s) of the following described property, located in Ford County, Kansas: (Insert Legal Description below)

Description or Exhibit A

More commonly known as 908 Minneola Rd.; hereinafter referred to as “the premises”.

WHEREAS, at the present time the premises are located outside the corporation limits of the City, and

WHEREAS, at some point in the future it may be of benefit to the City and the Owners for the City to annex the premises into the corporate limits of the City, and

WHEREAS, in accordance with the provisions of K.S.A. 12-534 the City and Owners may agree that the City will provide access to municipal water services for the premises, even though the premises are not currently within the corporate limits of the City, and that said agreement may be conditional upon the Owners consent to annexation of the premises at a later date and such other terms and conditions as the City deems appropriate and necessary, and

WHEREAS, the Owners desire to have public water service provided to the premises described above, under the terms and conditions of this agreement, and, the City is willing to provide such water service under the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows: The City hereby agrees, that in its sole discretion, it will to either allow Owners access to City water system at its present location, or, that it will install, construct and maintain an extension of the City’s present public water system to a point selected by the City and allow the Owners to access such public water extension, all under the terms and conditions as set forth herein.

The Owners do hereby agree to accept public water service from a connection at such point as selected by the City and further agree to be responsible for and to pay all costs associated with the system extension and the accessing or tapping the City’s public water system at such point or location. Should the City elect not the extend the water main line to said premises at this time, the Owners understand and agree that Owners will be responsible to pay for any future costs associated with any future extension.

The Owners understand and agree that the size of the water lines and size of the tap will be determined by the City in accordance with its estimated needs of service to the Owners and Owners accept such service

Contract for Water Service

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with the knowledge and understanding that the City's ability to provide public water service is regulated by certain state agencies which have the legal right to regulate and restrict the City's ability to provide such public water services.

In addition, the Owners hereby agree that they shall not permit or allow any other persons to utilize the public water service as established by this agreement by attaching to such water lines which the Owners may install for service to the premises.

Owners further agree that they will pay public water rates as established by ordinance for residential & commercial customers of the City of Dodge City, as the same may be amended from time to time.

Owners on their own behalf or on behalf of their heirs, administrators, executors, personal representatives and successor owners do, by this agreement, petition the City to annex the premises as described above into the corporate city limits of the City of Dodge City. Owners agree that all determinations with regard to when such annexation shall take place shall be made by the governing body of the City and that Owners shall not withdraw this request for annexation. This request for annexation shall be binding on the present Owners and any successors in interest in and to the above-described property. At such time that annexation takes place, the Owners agree that all costs associated with providing the usual city services to the premises shall be paid for by said Owners.

Owners further agree that they will not assign any right, privilege or obligation which shall accrue to them by virtue of this agreement to any other person or entity except for a legal successor in title to the above-described premises, and any attempt to make such assignment to any other person or entity shall automatically terminate this agreement.

In the event Owners should fail to perform any actions or obligations incumbent upon them by virtue of this agreement and should such default or failure continue for a period of thirty (30) days after notice from the City of such failure or default, then the City may, at its option, terminate this agreement, terminate water services to the premises and no longer be required to provide such service and shall be released from any obligations under this agreement.

The Owners understand and agree that if the present City water system is to be extended that all costs associated with such extension of said public water system to provide such water service to the premises under this agreement and all costs associated with the tapping and connection to the system regardless of whether the system is extended or not, shall be paid by the Owners; that the estimated cost of providing such water service is approximately, \$ TBD which amount may be increased due to unforeseen circumstances or decreased due to actual costs of installation and which amount shall be paid by the Owner to the City in the following time and manner:

All tapping, meter and service line installation fees, along with the ~~\$2,500.00 (Residential)~~ **\$3,750.00 (Commercial) connection and all filing fees shall be paid once installation is complete and prior to the water service being turned on.**

The Owner further agrees that the Owner shall be responsible for and shall pay all costs associated with the installation, construction and continuing maintenance of the Owner's private water service line from the point of connection at the City's meter to the Owners point of use. The Owner shall construct and maintain said line in accordance with City ordinances and any and all state or federal regulations applicable to such service.

SPECIAL CONDITIONS:

All other water sources need to be disconnected to prevent cross contamination.

Contract for Water Service

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THIS AGREEMENT is binding on the parties hereto and any and all successors in interest in and to the above-described premises.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year noted below.

CITY OF DODGE CITY, KANSAS
A Municipal Corporation

By _____
Jeff Reinert, Mayor

ATTEST:

Connie Marquez, City Clerk

Dated this _____ day of _____, _____.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____, A.D. _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, **Jeff Reinert**, who acknowledged himself to be the **Mayor of the City of Dodge City, Kansas**, a corporation, and that he, as such Mayor and Connie Marquez, Clerk, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and such persons duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Appointment Expires:

Contract for Water Service

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By [Signature]
(Owner Signature)

(Owner Signature)

JTL Leasing FLP by
(Printed Owner Name)
Jim Lewis

(Printed Owner Name)

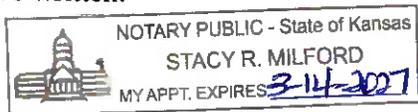
DATED this 14th day of January, 2025

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this 14th day of January, A.D. 2025 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jim Lewis

Who are personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.



[Signature]
Notary Public

My Appointment Expires: 3-14-2027